

Regular Board of Education Meeting  
Monday, April 13, 2020 7:30 PM

Boone Central School  
605 S. 6th Street  
Albion, Nebraska 68620

## **Agenda**

1. Open the Meeting - Call to Order
  - 1.1. Nebraska Open Meetings Law
  - 1.2. Publication of the Meeting
2. Roll Call
3. Approval of Agenda and Minutes
4. Welcome Guests
5. Bill Roster and Financial Reports
6. Reports
  - 6.1. Board Committee Reports
    - 6.1.1. Design Build Selection Committee
  - 6.2. Superintendent
    - 6.2.1. Band Uniform Presentation
  - 6.3. Elementary Principal
  - 6.4. Middle School Principal
  - 6.5. High School Principal
  - 6.6. Activities Director
7. Discussion of Action Agenda Items
8. Public Comment
9. Action Items
  - 9.1. Emergency Expenditures and State or Federal Relief COVID-19 Resolution
  - 9.2. Design Build Construction Agreement Between Owner and Design-Builder
  - 9.3. ALTA/NSPS Land Title Survey and Topographic Survey
  - 9.4. 2020-21 Certified Staff Contracts
  - 9.5. K-12 Social Studies Curriculum
  - 9.6. K-5th Grade Writing Curriculum
10. Next Meeting Date
11. Questions by the Media
12. Adjournment

## **Special Board of Education Meeting**

Wednesday, March 25, 2020 6:30 PM

Boone Central High School Library

605 South 6th St.

Albion, NE 68620

### 1. Open the Meeting - Call to Order

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. The Open Meetings Act is here and available for review. Motion to approve the meeting open and properly posted by advance notice. This motion, made by Darren Wright and seconded by Tim Stopak, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. Availability of the agenda was communicated in advance. The Open Meetings Act was available for review.

#### 1.1. Nebraska Open Meetings Law

#### 1.2. Publication of the Meeting

### 2. Roll Call

### 3. Reports

#### 3.1. Boone County Disaster Declaration

#### 3.2. Regional Health District Recommendation Letter

### 4. Action Items

#### 4.1. Emergency Declaration Board Resolution

No action was taken.

#### 4.2. Classified Staff Employment Agreement or Amendment

WHEREAS, the District has closed due to the outbreak of COVID-19; WHEREAS, the District employs non-instructional staff pursuant to a work agreement and/or employment terms

contained in District policy; WHEREAS, the District needs quality non-instructional staff to be able to function and serve students, and those staff are difficult to recruit, retain, and train; WITNESSETH, as the result of the District's closure due to COVID-19 and the interest of the parties to minimize its transmission, protect students and the public, and ensure that employees affected by a school closure return to service with the District afterwards, the District agrees to continue providing health, dental and other benefits, and full paid leave to all non-certified/non-mandatory reporting staff members pursuant to the same terms as provided in the Employee's work agreement during the closure, in exchange for the Employees promise to not resign or seek other employment during the closure, to be available to report to work during the closure any and all hours and days listed in Employee's work agreement for all remaining service dates for the 2019-20 school year, and to return and perform all duties for the District if the 2019-20 school year would return to normal, and at the start of the 2020-21 school year. This motion, made by Darren Wright and seconded by Kathleen Rolf, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 4.3. Certified and Professional Staff Employment Contracts

No action was taken.

#### 4.4. Board Policy and Governance Amendments - Staff

No action was taken.

#### 4.5. Board Policy and Governance Amendments - Students

No action was taken.

#### 5. Next Meeting Date

Monday, April 13, 2020 @ 7:30 p.m. - Boone Central High School

#### 6. Adjournment

Meeting adjourned at 7:43 p.m.

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Chairperson

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Superintendent

## **Regular Board of Education Meeting**

Monday, March 9, 2020 7:30 PM

Boone Central Middle School Library

203 Widaman

Petersburg, NE 68652

Karrie Fogleman: Present

Justin Frey: Present

Ed Knott: Present

Kathleen Rolf: Present

Tim Stopak: Present

Darren Wright: Present

### 1. Open the Meeting - Call to Order

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. Motion to approve the meeting open and properly posted at 7:32 p.m. by advance notice. This motion, made by Darren Wright and seconded by Ed Knott, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 1.1. Nebraska Open Meetings Law

The Open Meetings Act was available for review.

#### 1.2. Publication of the Meeting

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education.

### 2. Roll Call

### 3. Approval of Agenda and Minutes

Motion to approve the agenda and prior meeting minutes as presented. This motion, made by Justin Frey and seconded by Darren Wright, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

Availability of the agenda was communicated in advance.

### 4. Welcome Guests

## 5. Bill Roster and Financial Reports

Motion to approve the bills, and to authorize the Board President and Treasurer to sign and validate all the checks as presented. This motion, made by Darren Wright and seconded by Karrie Fogleman, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

## 6. Reports

### 6.1. Facility Committee

Board Member Knott noted that the facility committee has had continued conversations with members of the Petersburg community regarding the Petersburg facility.

### 6.2. Elementary Principal

2nd Annual Family Literacy Night was held March 3rd; over 240 students and 600 people were in attendance. Mr. Theis noted that the 4-year-old preschool class for 2020-21 is full and limited space is available in the 3-year-old class.

### 6.3. Middle School Principal

Mr. Curry provided a curriculum and assessment update noting the schedule for NSCAS testing. Reading and Writing Curriculums are being reviewed.

### 6.4. High School Principal

Mr. Kravig provided dates for upcoming assessments and academic contests.

### 6.5. Superintendent

Superintendent Hardwick acknowledged a \$5,000 memorial gift from the Paul Abramson family had been received. Paul was a member of the Albion High School class of 1950 and actively participated in the band. His family asked that the money be used to support the band department. S&P Global Ratings assigned its "A+" long-term rating to Boone Central School District for the refunding of the 2015 Series Bonds.

#### 6.5.1. Board Policy 3605 Communicable Disease

Review of board policies relating to communicable disease and emergency exclusion.

## 7. Discussion of Action Agenda Items

## 8. Public Comment

## 9. Action Items

### 9.1. 2020-21 Teacher Contract - Danielle Koch

Motion to approve 2020-21 teacher contract for Danielle Koch as presented. This motion, made by Ed Knott and seconded by Kathleen Rolf, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.2. 2020-21 Teacher Contract - Lila Wondercheck

Motion to approve 2020-21 teacher contract for Lila Wondercheck as presented. This motion, made by Karrie Fogleman and seconded by Kathleen Rolf, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.3. 2020-21 Teacher Contract - Maureen Thome

Motion to approve 2020-21 teacher contract for Maureen Thome as presented. This motion, made by Kathleen Rolf and seconded by Justin Frey, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.4. 2020-21 Teacher Contract - Payton Rassmussen

Motion to approve 2020-21 teacher contract for Payton Rassmussen as presented. This motion, made by Karrie Fogleman and seconded by Darren Wright, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.5. 2021 Thomas Bus Purchase

Motion to approve purchase of 2021 Thomas 14-passenger bus from Nebraska Truck for \$57,710. This motion, made by Justin Frey and seconded by Tim Stopak, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.6. Cardinal Kids Club Afterschool Program Operating Guidelines

Motion to approve Cardinal Kids Club operating guidelines as presented. This motion, made by Ed Knott and seconded by Darren Wright, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 9.7. Cardinal Kids Club Job Descriptions - Program Director, Site Director, Program Assistants

Motion to approve Cardinal Kids Club job description for Program & Site Director as presented. This motion, made by Justin Frey and seconded by Ed Knott, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,

Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.8. ADA/Handicap Accessible Van Purchase

Motion to allow transportation committee to finalize the purchase of ADA compliant vehicle not to exceed \$27,000. This motion, made by Darren Wright and seconded by Tim Stopak, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.9. Elementary Principal Contract - Craig Theis

Motion to approve 2020-21 Principal Contract for Mr. Craig Theis as presented. This motion, made by Karrie Fogleman and seconded by Ed Knott, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.10. Middle School Principal Contract - Bill Curry

Motion to approve 2020-21 Principal Contract for Mr. Bill Curry as presented. This motion, made by Kathleen Rolf and seconded by Karrie Fogleman, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.11. High School Principal Contract - Erik Kravig

Motion to approve 2020-21 Principal Contract for Mr. Erik Kravig as approved. This motion, made by Kathleen Rolf and seconded by Justin Frey, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.12. Activities Director Contract - Jon Perone

Motion to approve Activities Director Contract for Mr. Jon Perone as presented. This motion, made by Ed Knott and seconded by Darren Wright, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

#### 9.13. Board Policy 4200 Non-Certified Staff Description of Benefits

Motion to approve revisions to Board Policy 4200 Non-Certified Staff Description of Benefits as presented. This motion, made by Darren Wright and seconded by Tim Stopak, Passed.  
Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea  
Yea: 6, Nay: 0

9.14. Non-Certified Staff Wage Schedule

Motion to table revised non-certified wages until the April regular board of education meeting. This motion, made by Ed Knott and seconded by Justin Frey, Passed.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

10. Next Meeting Date

April 13, 2020 @ 7:30 p.m. - Boone Central High School Library

11. Questions by the Media

12. Adjournment

Meeting adjourned at 8:37 p.m.



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Chairperson

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Superintendent

## **Regular Board of Education**

**Meeting** Tuesday, March 17, 2020

6:30 PM Boone Central High School

Library 605 South 6th St.

Albion, NE 68620

### 1. Open the Meeting - Call to Order

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. The Open Meetings Act is here and available for review. Motion to approve the meeting open and properly posted by advance notice at 6:39 p.m. Passed with a motion by Karrie Fogleman and a second by Ed Knott.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

#### 1.1. Nebraska Open Meetings Law

The Open Meetings Act was available for review.

#### 1.2. Publication of the Meeting

Notice of the meeting was given in advance by publication to the public and to all members of the Board of Education. Availability of the agenda was communicated in advance.

### 2. Roll Call

### 3. COVID-19 Report

Superintendent Hardwick provided the Board with an update on the most recent details and information pertaining to the Coronavirus pandemic impacting schools in Nebraska. Discussions were focused on certified and non-certified staff wages and benefits, contract days and work arrangements, continued education and enrichment opportunities for students, and anticipated information that may potentially require an extended closure.

### 4. Discuss, consider and take any and all appropriate action as a result of the Coronavirus/COVID-19:

#### 4.1. Certified Staff Employment Negotiated Agreement Amendments or Addendum

No action was taken regarding the certified staff employment negotiated agreement amendment or addendum.

#### 4.2. Classified Staff Employment Agreement or Amendment

No action was taken regarding the non-certified staff employment agreements.

#### 4.3. Certificated and Professional Staff Employment Agreement or Amendment

No action was taken regarding the certificated and professional staff employment agreements.

#### 4.4. Board Policies and Governance - Staff Employment

No action was taken regarding the board policies specific to staff employment.

#### 4.5. Board Policies and Governance - Student Attendance

No action was taken regarding the board policies specific to student attendance.

#### 4.6. Delegate authority to Superintendent and Board Officers to pay certain claims and take other specific actions during any school closure due to COVID-19

Motion to approve COVID-19 resolution as read. Passed with a motion by Justin Frey and a second by Ed Knott.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea, Darren Wright: Yea

Yea: 6, Nay: 0

WHEREAS, the Boone Central School District is preparing for the possible closure based on the statewide outbreak of COVID-19; and

WHEREAS, the board of education wishes to minimize disruption of the school district's operations;

NOW, THEREFORE, be it resolved that the superintendent, in consultation with the Board President, is authorized to pay all non-discretionary claims and take any other action authorized by law during the school closure, which the board will approve once the board resumes regular operations.

NOW, THEREFORE, be it further resolved that the superintendent is authorized to assign and utilize staff as necessary prior to, during, and after a closure, and to provide any leave and enter into agreements with staff for the purposes of protecting the health and safety of the school community, continuing the efficient operations of the school district, and ensuring staff return to work in the school district in the event of a closure.

#### 4.7. Delegate authority to Superintendent to determine essential employment duties and hours during school closure due to COVID-19

Motion to delegate authority to Superintendent to determine essential employment duties and hours during school closure due to COVID-19, to approve continued employment and payment for all non-certified staff that is scheduled for regular hours during the week of 3/16 through 3/27 at 100% of the regular pay rate for those individuals, and for the superintendent to have authority

to determine mandatory and non-mandatory reporting of staff members during that time.  
Passed with a motion by Darren Wright and a second by Tim Stopak.

Karrie Fogleman: Yea, Justin Frey: Yea, Ed Knott: Yea, Kathleen Rolf: Yea, Tim Stopak: Yea,  
Darren Wright: Yea

Yea: 6, Nay: 0

## 5. Adjournment

A Special Meeting will be held Wednesday, March 25th @ 6:30 p.m. in the Boone Central  
High School Library.

Meeting adjourned at 7:45 p.m.

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Chairperson

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Superintendent

Activity Fund Balance Report - Summary - Exclude Encumbrances  
03/2020 - 03/2020  
March 2020

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0094	FAMILY LITERACY NIGHT	784.80	2,015.48	540.00	0.00	(690.68)
05 704 0095	ELEM PTO	53.00	0.00	0.00	0.00	53.00
05 704 0096	ELEM JEANS ON FRIDAY	340.00	0.00	0.00	0.00	340.00
05 704 0097	WRESTLING CLUB	33.23	0.00	0.00	0.00	33.23
05 704 0098	SKILLS USA	(5.59)	0.00	0.00	0.00	(5.59)
05 704 0099	EHA WELLNESS	635.80	0.00	0.00	0.00	635.80
05 704 0101	BC CLUB	4,821.30	0.00	779.13	0.00	5,600.43
05 704 0102	ACADEMIC HONORS	2,566.04	0.00	10.00	0.00	2,576.04
05 704 0103	WRESTLING COACH ACCOUNT	14.68	0.00	0.00	0.00	14.68
05 704 0104	ACTIVITY INTEREST	14,733.27	90.96	323.17	0.00	14,965.48
05 704 0105	ACTIVITY TICKET	10,734.92	(160.00)	35.00	0.00	10,929.92
05 704 0106	Band Donation	0.00	0.00	5,000.00	0.00	5,000.00
05 704 0107	ADULT EDUC REIMBURSEMENT	289.36	0.00	0.00	0.00	289.36
05 704 0108	AG SHOP	86.62	0.00	0.00	0.00	86.62
05 704 0110	SINGING ACROSS NEBRASKA	162.18	0.00	0.00	0.00	162.18
05 704 0111	CONCESSIONS	11,988.61	3,384.41	2,363.61	0.00	10,967.81
05 704 0113	ATHLETICS	(53,408.54)	325.00	0.00	0.00	(53,733.54)
05 704 0114	BAND	4,679.07	74.99	166.75	0.00	4,770.83
05 704 0118	CLOSE UP FUND RAISER	1,505.03	0.00	0.00	0.00	1,505.03
05 704 0117	Preschool Grant	10,000.00	0.00	0.00	0.00	10,000.00
05 704 0119	CHEERLEADERS	1,511.46	0.00	20.00	0.00	1,531.46
05 704 0120	CHORAL CLINIC	4,391.38	23.86	0.00	0.00	4,367.52
05 704 0121	STUDENT CHROMEBOOKS	13,359.55	0.00	60.00	0.00	13,419.55
05 704 0122	ONP	(16.76)	0.00	0.00	0.00	(16.76)
05 704 0123	ALUMNI GOLF	4,769.66	414.51	0.00	0.00	4,355.15
05 704 0125	CROSS COUNTRY COACH ACCT	247.61	0.00	794.13	0.00	1,041.74
05 704 0126	JEANS ON FRIDAY SCHOLARSHIP	550.00	0.00	0.00	0.00	550.00
05 704 0127	COFFEE FUND	93.64	200.85	101.61	0.00	(5.60)
05 704 0130	FBLA	1,437.97	0.00	192.25	0.00	1,630.22
05 704 0131	KEY FOB DEPOSIT	10.00	0.00	0.00	0.00	10.00
05 704 0132	FFA	24,444.78	1,220.54	12,335.15	0.00	35,559.39
05 704 0133	FCCLA	(646.62)	170.53	225.00	0.00	(592.15)
05 704 0134	JEFF BUSSEY MEMORIAL	535.00	0.00	0.00	0.00	535.00
05 704 0135	CLASS OF 2021	5,801.86	555.91	365.00	0.00	5,610.95
05 704 0136	HONOR SOCIETY	1,891.31	0.00	0.00	0.00	1,891.31
05 704 0139	PARENT TEACHER ORGANIZATION	(238.50)	0.00	248.77	0.00	10.27
05 704 0140	ALBION CIRCLE OF FRIENDS	65.62	0.00	0.00	0.00	65.62

Activity Fund Balance Report - Summary - Exclude Encumbrances  
03/2020 - 03/2020  
March 2020

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0141	LIBRARY	599.65	0.00	0.00	0.00	599.65
05 704 0143	MISCELLANEOUS	2,314.75	796.90	0.00	0.00	1,517.85
05 704 0144	BOOSTER CLUB	78,540.45	0.00	0.00	0.00	78,540.45
05 704 0145	CLASS OF 2019	2,881.05	0.00	0.00	0.00	2,881.05
05 704 0147	SOFTBALL COACH ACCT	2,624.73	0.00	0.00	0.00	2,624.73
05 704 0148	ATHLETIC DIRECTOR ACCOUNT	1,006.37	0.00	0.00	0.00	1,006.37
05 704 0149	SADD	2,421.46	255.68	0.00	0.00	2,165.78
05 704 0150	VOLLEYBALL COACH ACCT	6,381.26	0.00	709.38	0.00	7,090.64
05 704 0152	SCHOLARSHIP	1,329.82	0.00	0.00	0.00	1,329.82
05 704 0153	SCHOLARSHIP CD	5,702.13	0.00	0.00	0.00	5,702.13
05 704 0154	SPEECH	3,407.82	357.25	523.00	0.00	3,573.57
05 704 0155	ONE ACT	905.06	0.00	0.00	0.00	905.06
05 704 0156	STUDENT COUNCIL	3,054.47	98.87	318.95	0.00	3,274.55
05 704 0157	CULTURE CLUB	495.56	0.00	0.00	0.00	495.56
05 704 0158	CRUISIN CARDS	2,389.83	1,318.00	150.00	0.00	1,221.83
05 704 0159	A-P HOOPS COACH ACCT	8,335.28	1,074.34	605.00	0.00	7,865.94
05 704 0180	FOOTBALL COACH ACCT	2,952.42	0.00	0.00	0.00	2,952.42
05 704 0181	VOCAL MUSIC	9,567.35	0.00	0.00	0.00	9,567.35
05 704 0183	WOOD SHOP	(2,031.92)	547.50	50.00	0.00	(2,529.42)
05 704 0164	GIRLS BASKETBALL COACH ACCT	4,698.74	133.99	0.00	0.00	4,564.75
05 704 0165	KOHTZ MEMORIAL	240.00	0.00	0.00	0.00	240.00
05 704 0166	ELEMENTARY ART FUND RAISING	632.70	0.00	0.00	0.00	632.70
05 704 0167	ELEM LIBRARY ACCOUNT	873.09	0.00	0.00	0.00	873.09
05 704 0170	MISC T-SHIRT ACCOUNT	(1,113.79)	0.00	0.00	0.00	(1,113.79)
05 704 0171	ART CLUB ACTIVITY ACCOUNT	206.47	0.00	0.00	0.00	206.47
05 704 0172	CLASS OF 2020	6,538.19	0.00	0.00	0.00	6,538.19
05 704 0178	POST PROM	12,162.56	0.00	3,450.00	0.00	15,612.56
05 704 0179	DISTRICT 5 FCCLA	0.00	0.00	0.00	0.00	0.00
05 704 0180	PATHWAYS	39.12	0.00	0.00	0.00	39.12
05 704 0182	CLASS OF 2022	1,765.00	0.00	1,720.00	0.00	3,485.00
05 704 0185	INSTRUMENT RENTAL	10,437.13	20.00	0.00	0.00	10,417.13
05 704 0188	DANCE SQUAD	(1,436.40)	1,622.09	47.00	0.00	(3,011.49)
05 704 0191	CENTRACARD/ALBACARD	4,131.13	0.00	370.00	0.00	4,501.13
05 704 0192	MS VOLLEYBALL COACH ACCT	1,243.35	0.00	0.00	0.00	1,243.35
05 704 0193	COUNSELOR RESOURCE FUND	449.60	0.00	0.00	0.00	449.60
05 704 0194	PERFORMING ARTS	(10,362.65)	0.00	0.00	0.00	(10,362.65)
05 704 0195	CARDINAL KIDS CLUB	44,946.73	4,718.14	6,187.40	0.00	46,415.99

Activity Fund Balance Report - Summary - Exclude Encumbrances  
03/2020 - 03/2020  
March 2020

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0196	TRACK COACH ACCT	4,015.32	0.00	472.00	0.00	4,487.32
05 704 0197	GREEN HOUSE	(7,126.57)	0.00	0.00	0.00	(7,126.57)
05 704 0198	TRADITIONS	4,955.51	0.00	0.00	0.00	4,955.51
05 704 0199	SCORVISION	33,500.00	0.00	0.00	0.00	33,500.00
05 704 0200	MUSICAL	7,819.73	0.00	0.00	0.00	7,819.73
05 704 0227	MS CIRCLE OF FRIENDS	76.27	0.00	0.00	0.00	76.27
05 704 0228	BAND UNIFORMS	4,386.31	0.00	15.00	0.00	4,401.31
05 704 2190	ATHLETICS	(2,696.00)	0.00	0.00	0.00	(2,696.00)
05 704 2191	HS FOOTBALL	(5,119.90)	0.00	0.00	0.00	(5,119.90)
05 704 2192	HS VOLLEYBALL	2,698.73	0.00	0.00	0.00	2,698.73
05 704 2193	HS CROSS COUNTRY	2,562.97	0.00	0.00	0.00	2,562.97
05 704 2194	HS SOFTBALL	(969.93)	0.00	0.00	0.00	(969.93)
05 704 2196	HS WRESTLING	(1,438.93)	2,796.61	154.57	0.00	(4,080.97)
05 704 2197	HS GIRLS BASKETBALL	1,105.76	93.94	956.88	0.00	1,968.50
05 704 2198	HS TRACK	(10.00)	0.00	0.00	0.00	(10.00)
05 704 2199	HS GIRLS GOLF	(791.60)	0.00	0.00	0.00	(791.60)
05 704 2200	HS BOYS GOLF	1,679.93	0.00	0.00	0.00	1,679.93
05 704 2201	HS BOYS BASKETBALL	(4,882.83)	85.00	3,304.88	0.00	(1,662.95)
05 704 4191	MS FOOTBALL	(4,532.80)	0.00	0.00	0.00	(4,532.80)
05 704 4192	MS VOLLEYBALL	917.00	0.00	0.00	0.00	917.00
05 704 4196	MS WRESTLING	1,730.10	45.00	0.00	0.00	1,685.10
05 704 4197	MS GIRLS BASKETBALL	(1,091.75)	0.00	0.00	0.00	(1,091.75)
05 704 4201	MS BOYS BASKETBALL	(471.49)	0.00	0.00	0.00	(471.49)
05 704 5000	HOSTING DISTRICTS	7,882.14	6,912.58	7,111.00	0.00	8,080.56
05 704 5001	DISTRICT WRESTLING	293.89	0.00	0.00	0.00	293.89
05 704 5002	DISTRICT SPEECH	(216.12)	0.00	0.00	0.00	(216.12)
Fund Total: 05		320,825.99	29,192.83	49,704.43	0.00	341,337.49

Activity Fund Balance Report - Summary - Exclude Encumbrances  
03/2020 - 03/2020  
March 2020

Fund: 09 PETERSBURG ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
09 804 0139	MS PTO	235.00	0.00	0.00	0.00	235.00
09 804 0154	MS SPEECH	690.00	0.00	0.00	0.00	690.00
09 804 0201	YEARBOOK	(3,743.68)	0.00	0.00	0.00	(3,743.68)
09 804 0211	CONSUMER SCIENCE	23.06	0.00	0.00	0.00	23.06
09 804 0212	STUDENT OF THE MONTH	94.89	0.00	0.00	0.00	94.89
09 804 0216	INTEREST	1,066.91	0.00	0.79	0.00	1,067.70
09 804 0217	MIDDLE SCHOOL	806.59	0.00	0.00	0.00	806.59
09 804 0218	MEDIA	1,318.48	0.00	0.00	0.00	1,318.48
09 804 0221	SPEECH	(734.00)	72.00	0.00	0.00	(806.00)
09 804 0222	STUDENT COUNCIL	6,096.53	247.17	565.50	0.00	6,414.86
09 804 0224	MISC. ACTIVITY	535.95	0.00	0.00	0.00	535.95
Fund Total: 09		6,389.73	319.17	566.29	0.00	6,636.85



Board Report

Vendor ID	Vendor Name	Amount	Invoice	Description
Checking		1		
<b>Checking</b>		<b>1</b>	<b>Fund: 01</b>	<b>GENERAL FUND</b>
ACTE	ACTE	(150.00)	3/5	District Prof Dev Training Fees <b>Vendor Total: (150.00)</b>
ADVANCEDN	ADVANCED - NEBRASKA	171.00	10/10/19	School Improvement Training
ADVANCEDN	ADVANCED - NEBRASKA	171.00	10/19	School Improvement Training <b>Vendor Total: 342.00</b>
ALBIONNEWS	ALBION NEWS	641.90	3/2020 Stmt	Board Advertising/Legal Notices <b>Vendor Total: 641.90</b>
ALBWATERDE	ALBION WATER DEPARTMENT	2,881.35	4/20 Stmt	Water/Garbage <b>Vendor Total: 2,881.35</b>
AMAZON	AMAZON	829.97	3/2020	Supplies <b>Vendor Total: 829.97</b>
AMERICINNK	Americinn Kearney, NE	570.00	1/27/20	HS Vocal Music Travel Expense <b>Vendor Total: 570.00</b>
APEXLEARNI	APEX LEARNING	1,750.00	SOINV0012746 7	Pathways Web-based Subscriptions <b>Vendor Total: 1,750.00</b>
APPEARA	APPEARA	601.32	3/20 Albion	Service Agreements
APPEARA	APPEARA	142.26	3/20 Petersburg	MS Service Agreements <b>Vendor Total: 743.58</b>
APPLECOMPU	APPLE COMPUTER, INC.	2,599.00	AB39345916	Superintendent Technology Supplies <b>Vendor Total: 2,599.00</b>
APPLEINC	APPLE INC.	0.99	4/20	Building Supplies <b>Vendor Total: 0.99</b>
APPLECARE	APPLE INC	10.69	3/27	Office Supplies <b>Vendor Total: 10.69</b>
BGBODYSHO2	B & G BODY SHOP	40.00	3273	Vehicle #5 Repairs <b>Vendor Total: 40.00</b>
BEIERMANMA	BEIERMAN MACHINE & REPAIR	10.85	0591	Building Supplies <b>Vendor Total: 10.85</b>
BIORADLAB	BIO-RAD LABORATORIES	125.55	904048987	HS Science Supplies <b>Vendor Total: 125.55</b>
BLACKHILLS	Black Hills Energy	90.73	3/20 436 S 5th St.	District Natural Gas
BLACKHILLS	Black Hills Energy	2,797.90	3/20 605 S 6th	Natural Gas
BLACKHILLS	Black Hills Energy	242.34	3/20 Pathways	Pathways Natural Gas
BLACKHILLS	Black Hills Energy	1,333.46	3/20 Petersburg	MS Natural Gas

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Invoice</u>	<u>Description</u>	
				<b>Vendor Total:</b>	<b>4,464.43</b>
BOMGAARS	BOMGAARS	185.04	3/20 Stmt	Supplies	
				<b>Vendor Total:</b>	<b>185.04</b>
BOONECENTR	BOONE CENTRAL ACTIVITY	8.40	2/12/20	HS Ag Supplies	
BOONECENTR	BOONE CENTRAL ACTIVITY	3,269.68	2019 Nat'l FFA	HS FFA Travel Expense	
				<b>Vendor Total:</b>	<b>3,278.08</b>
BCHOTLUNCH	BOONE CENTRAL HOT LUNCH	413.95	3/20 Preschool	Preschool Supplies	
				<b>Vendor Total:</b>	<b>413.95</b>
BOCOHEALTH	BOONE CO HEALTH CENTER	25.00	03/20 Stmt	Elem Physical Therapy	
BOCOHEALTH	BOONE CO HEALTH CENTER	75.00	2/20 Stmt	Elem Physical Therapy	
BOCOHEALTH	BOONE CO HEALTH CENTER	220.00	3/20 Stmt	Professional Services for Drivers	
				<b>Vendor Total:</b>	<b>320.00</b>
BOYSTOWN	Boys Town	3,000.00	NIA000177598	MS SpEd Professional Services	
				<b>Vendor Total:</b>	<b>3,000.00</b>
BYGLANDDIR	BYGLAND DIRT CONTRACTING	882.65	4971	Building Supplies	
				<b>Vendor Total:</b>	<b>882.65</b>
C4OPERATIO	C4 Operations	47.00	39201	Background Checks	
				<b>Vendor Total:</b>	<b>47.00</b>
CAROLINABI	CAROLINA BIOLOGICAL SUPPLIES	337.81	51000262RI	HS Science Supplies	
				<b>Vendor Total:</b>	<b>337.81</b>
CASEYS	CASEYS GENERAL STORE	7.99	3/11	HS Guidance Supplies	
CASEYS	CASEYS GENERAL STORE	7.99	3/2	HS Guidance Supplies	
				<b>Vendor Total:</b>	<b>15.98</b>
CEDARVALLE	CEDAR VALLEY LUMBER - ALBION	214.04	3/30 Stmt	Building Supplies	
				<b>Vendor Total:</b>	<b>214.04</b>
CENGAGELEA	CENGAGE LEARNING	1,575.00	70103126	Title IIA Training & Development	
				<b>Vendor Total:</b>	<b>1,575.00</b>
CENTNEREHA	CENTRAL NEBRASKA REHABILITATION SERVICES	5,594.01	2/20	Occupational Therapy Services	
				<b>Vendor Total:</b>	<b>5,594.01</b>
CENTRALPAR	CENTRAL PARTS & MACHINE	17.67	002-117380	Bus 8 Repairs	
				<b>Vendor Total:</b>	<b>17.67</b>
CENSTATECO	Central States Conference	175.00	3/12	HS Prof Dev Training Fees	
				<b>Vendor Total:</b>	<b>175.00</b>
COLPARTSIN	COLUMBUS PARTS, INC.-ALBION DIV	18.97	428139	Building Supplies	
COLPARTSIN	COLUMBUS PARTS, INC.-ALBION DIV	179.99	428328	Building Supplies	
				<b>Vendor Total:</b>	<b>198.96</b>

Vendor ID	Vendor Name	Amount	Invoice	Description	
DELTAIRLI	Delta Air Lines	448.80	G8YI93	HS Foundation Grant Supplies	
				<b>Vendor Total:</b>	<b>448.80</b>
DOLLARGENE	DOLLAR GENERAL MSC-410526	37.10	3/15	Superintendent Supplies	
DOLLARGENE	DOLLAR GENERAL MSC-410526	14.90	3/20 Stmt	Elem SpEd Supplies	
				<b>Vendor Total:</b>	<b>52.00</b>
EAKESOFFIC	EAKES OFFICE SUPPLY	407.52	7991742-0	Supplies	
EAKESOFFIC	EAKES OFFICE SUPPLY	3,891.38	INV192477	Copiers/Printers	
				<b>Vendor Total:</b>	<b>4,298.90</b>
ESU6	EDUCATIONAL SERVICE UNIT #6	95.00	2/28/2020	District Prof Dev Training Fees	
				<b>Vendor Total:</b>	<b>95.00</b>
EGANSUPPLY	EGAN SUPPLY CO.	72.03	315718	MS Building Supplies	
				<b>Vendor Total:</b>	<b>72.03</b>
ELITEFTS	ELITE FTS	221.40	100214440	HS PE/Health Supplies	
				<b>Vendor Total:</b>	<b>221.40</b>
EMBASSYSUI	EMBASSEY SUITES	318.00	3/9/2020	HS Band Travel Expense	
				<b>Vendor Total:</b>	<b>318.00</b>
EMCINSURAN	EMC INSURANCE	7,385.74	4/20 Stmt	Insurance	
				<b>Vendor Total:</b>	<b>7,385.74</b>
ESU7SPED	ESU #7-SPED	15,527.86	2/20	SpEd Purchased Services from ESU	
				<b>Vendor Total:</b>	<b>15,527.86</b>
ESU7TECH	ESU 7 TECHNOLOGY	917.96	2/20 stmt	HS Distance Education Apr-Jun	
ESU7TECH	ESU 7 TECHNOLOGY	212.50	3/20	Technology Support	
				<b>Vendor Total:</b>	<b>1,130.46</b>
FREMONTIND	Fremont Industries LLC	458.00	2020-70420-00	Service Agreements	
				<b>Vendor Total:</b>	<b>458.00</b>
FRONTI	FRONTIER	606.73	3/20 Stmt	Telecommunications	
				<b>Vendor Total:</b>	<b>606.73</b>
GRAGERT	GRAGERT'S SHUR SAVE	53.38	3/20 FCS	HS FCS Supplies	
				<b>Vendor Total:</b>	<b>53.38</b>
GREATP	GREAT PLAINS COMMUNICATION	1,462.92	3/16/2020	District Telecommunication	
				<b>Vendor Total:</b>	<b>1,462.92</b>
GREENTURF	GREENTURF UNDERGROUND SPRINKLERS	500.00	4021	Repairs Albion	
				<b>Vendor Total:</b>	<b>500.00</b>
HILLTOPROL	Hilltop Roll-Off, LLC	301.42	2/20 Stmt	Water/Garbage	
				<b>Vendor Total:</b>	<b>301.42</b>
HOMEDPOTP	Home Depot Pro Institutional	145.28	534125520	Building Supplies	

Vendor ID	Vendor Name	Amount	Invoice	Description	
HOMEDPOTP	Home Depot Pro Institutional	178.92	539040956	HS Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	441.30	539584318	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	59.42	539857375	MS Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	416.52	540388253	MS Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	441.30	540388261	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	177.60	540925922	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	27.24	541529863	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	255.36	542877105	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	239.40	543125512	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	95.76	543844856	Elem Building Supplies	
HOMEDPOTP	Home Depot Pro Institutional	648.00	839040949	HS Building Supplies	
				<b>Vendor Total:</b>	<b>3,126.10</b>
HOMETOWNLE	Hometown Leasing	1,363.68	4th of mon-0019	Copiers	
				<b>Vendor Total:</b>	<b>1,363.68</b>
HYATTHOUSE	Hyatt House	339.80	3/12	HS Prof Dev Travel Expenses	
HYATTHOUSE	Hyatt House	7.00	3/16	HS Prof Dev Travel Expenses	
				<b>Vendor Total:</b>	<b>346.80</b>
ILLUMINATE	Illuminate Education Inc.	3,871.00	INV0000045068	Web-based Software	
				<b>Vendor Total:</b>	<b>3,871.00</b>
INSTR5	INSTRUMENTALIST CO,	27.50	2020	HS Supplies	
				<b>Vendor Total:</b>	<b>27.50</b>
JSAUTOREPA	J's Auto Repair, LLC	67.77	13690	Vehicle #5 Repairs	
				<b>Vendor Total:</b>	<b>67.77</b>
JWPEPPER	JW PEPPER & SON INC.	12.99	300660445	HS Band Supplies	
				<b>Vendor Total:</b>	<b>12.99</b>
KAVTIRELU	KAV TIRE & LUBE	50.00	161247	Vehicle #11Repairs	
				<b>Vendor Total:</b>	<b>50.00</b>
KAYTONINTE	KAYTON INTERNATIONAL	31.75	AI83595	Building Supplies	
				<b>Vendor Total:</b>	<b>31.75</b>
KSBSCHOOL	KSB SCHOOL LAW, PC,LLO	3,043.00	7507	Legal Services	
KSBSCHOOL	KSB SCHOOL LAW, PC,LLO	1,543.50	7666	Legal Services	
				<b>Vendor Total:</b>	<b>4,586.50</b>
LEIFEL	LEIFELDS HARDWARE & FURNITURE	118.29	3/20 Stmt	Supplies	
				<b>Vendor Total:</b>	<b>118.29</b>
LOUPPO	LOUP POWER DIST	9,082.94	3/20 Stmt	Electricity	
				<b>Vendor Total:</b>	<b>9,082.94</b>
MATHESONTR	MATHESON LINWELD	398.60	21339260	Welding Supplies	
MATHESONTR	MATHESON LINWELD	43.72	21339298	Welding Supplies	
MATHESONTR	MATHESON LINWELD	87.44	21373276	Welding Supplies	

Vendor ID	Vendor Name	Amount	Invoice	Description	
MATHESONTR	MATHESON LINWELD	64.68	21389850	Welding Supplies	
MATHESONTR	MATHESON LINWELD	311.07	51606978	Welding Supplies	
				<b>Vendor Total:</b>	<b>905.51</b>
METALD	METAL DOOR AND HARDWARE	375.00	68495	Building Supplies	
				<b>Vendor Total:</b>	<b>375.00</b>
MICROSOFT	Microsoft	42.60	E0600AIHOY	Web-based Software Subscription	
				<b>Vendor Total:</b>	<b>42.60</b>
MISC	Misc Receipts	85.90	3/13	HS Spanish Supplies	
				<b>Vendor Total:</b>	<b>85.90</b>
MUSICNOTES	musicnotes.com	5.20	S4SX93	HS Vocal Music Equipment	
				<b>Vendor Total:</b>	<b>5.20</b>
NCECBVI	NCECBVI	4,444.44	3/16/2020	MS SpEd Professional Services	
				<b>Vendor Total:</b>	<b>4,444.44</b>
NEBRASKASC	NEBRASKA SCHOOL COUNSELOR ASSOCIATION	(85.00)	3/28	Elem GuidTraining/Development	
				<b>Vendor Total:</b>	<b>(85.00)</b>
NOVA	NOVA HEALTH EQUIPMENT	229.50	40501	PE Repairs	
				<b>Vendor Total:</b>	<b>229.50</b>
OLSONSPEST	Olson's Pest Technicians	75.00	164942	MS Service Agreements	
				<b>Vendor Total:</b>	<b>75.00</b>
PAYFLEX	PAYFLEX SYSTEMS USA INC	100.00	23rd of mo-0003	Fees	
				<b>Vendor Total:</b>	<b>100.00</b>
PEARSO	PEARSON EDUCATION	39.00	9121029	Speech Supplies	
PEARSO	PEARSON EDUCATION	24.00	9121330	District SpEd Supplies	
PEARSO	PEARSON EDUCATION	39.00	9269039	District SpEd Supplies	
PEARSO	PEARSON EDUCATION	6.00	9269165	Speech Supplies	
				<b>Vendor Total:</b>	<b>108.00</b>
PETTYCASH	PETTY CASH FUND	987.51	3/20 Receipts	Supplies	
				<b>Vendor Total:</b>	<b>987.51</b>
PRESTO	PRESTO X CO	84.00	6219256	Service Agreements	
PRESTO	PRESTO X CO	36.00	6219257	Pathways Service Agreements	
				<b>Vendor Total:</b>	<b>120.00</b>
PURELANDSU	Pureland Supply	123.80	731869	Technology Supplies	
				<b>Vendor Total:</b>	<b>123.80</b>
QUILL	QUILL CORP	28.10	5190936	District Central Supply	
				<b>Vendor Total:</b>	<b>28.10</b>
SAISUBSCRI	SAI Subscription	59.95	496843	Web-based Software Subscription	

**Board Report**

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Invoice</u>	<u>Description</u>	
				<b>Vendor Total:</b>	<b>59.95</b>
SEESAWLEAR	Seesaw Learning Inc	1,096.87	2018-15463	Elem. Web-based Subscriptions	
				<b>Vendor Total:</b>	<b>1,096.87</b>
SPANNINCIN	Spann Inc Insurance	40.00	296	Fiscal Service Supplies	
				<b>Vendor Total:</b>	<b>40.00</b>
TEACHERSPA	TEACHER SYNERGY, LLC	56.00	114873770	Elem First Grade Supplies	
TEACHERSPA	TEACHER SYNERGY, LLC	17.10	115768534	Elem Guidance Supplies	
				<b>Vendor Total:</b>	<b>73.10</b>
TEMMJOR	Temme, Jordan	71.93	3/11/2020	Elem Fourth Grade Supplies	
				<b>Vendor Total:</b>	<b>71.93</b>
THRIFTYWAY	THRIFTYWAY	18.13	3/20 FCS	HS FCS Supplies	
THRIFTYWAY	THRIFTYWAY	25.08	3/20	Preschool Supplies	
			Preschool		
THRIFTYWAY	THRIFTYWAY	24.73	3/20 Science	HS Science Supplies	
THRIFTYWAY	THRIFTYWAY	17.68	3/20 SPED	HS SpEd Supplies	
				<b>Vendor Total:</b>	<b>85.62</b>
TISTHAMMER	Tisthammer Fabrication	1,613.00	1011	Building Supplies	
				<b>Vendor Total:</b>	<b>1,613.00</b>
TPRSBOOKS	TPRS Books	30.00	3/13	HS Spanish Supplies	
				<b>Vendor Total:</b>	<b>30.00</b>
TRUCKCENTE	TRUCK CENTER COMPANIES	253.90	374146	Bus 13 Repairs	
TRUCKCENTE	TRUCK CENTER COMPANIES	1,567.18	374165	Bus 8 Repairs	
				<b>Vendor Total:</b>	<b>1,821.08</b>
UNLASD	University of Nebraska - Lincoln	645.00	2020	Employee Training & Dev.	
				<b>Vendor Total:</b>	<b>645.00</b>
USCUTTER	USCutter	(199.00)	3/25	Business Class Web-based Subscriptions	
				<b>Vendor Total:</b>	<b>(199.00)</b>
VERIZON	VERIZON	258.96	3/20 Stmt	District Telecommunication	
				<b>Vendor Total:</b>	<b>258.96</b>
WHITES	WHITE STAR OIL CO	1,668.68	3/20 Stmt	Fuel	
				<b>Vendor Total:</b>	<b>1,668.68</b>
ZABKA	ZABKA CONOCO SERVICE	460.92	3/20	Gasoline & diesel fuel	
				<b>Vendor Total:</b>	<b>460.92</b>
				<b>Fund Total:</b>	<b>102,005.13</b>
				<b>Checking Account Total:</b>	<b>102,005.13</b>

AUGUST 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE \$13,536.58

Eastman, Jenny	\$232.00
E-Funds	\$20.00
Innovative Office Solutions	\$2,111.99
School Nutrition Association	\$66.50

TOTAL	<u>\$2,430.49</u>
Payroll	<u>\$3,370.78</u>

TOTAL EXPENSES FOR AUGUST \$5,801.27

TOTAL DEPOSITS FOR AUGUST \$29,187.87

BANK BALANCE \$36,923.18

SEPTEMBER 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$36,923.18
Appeara	\$361.40	
Bernard Food Ind	502.98	
Cardmember Services	208.64	
Cash-Wa Dist	\$8,419.35	
Culligan	\$33.96	
E-Funds	\$20.00	
Hiland Dairy	\$3,528.74	
Major Refrigeration	\$424.85	
Midwest Restaurant Supply	\$188.50	
Pegler Sysco Food	\$4,151.34	
Thriftyway	\$39.26	
US Foods	\$1,708.41	
Wolf Brothers	\$452.00	
TOTAL	\$20,039.43	
Payroll	<u>\$17,909.24</u>	
TOTAL EXPENSES FOR SEPTEMBER	\$37,948.67	
TOTAL DEPOSITS FOR SEPTEMBER	<u>\$26,152.18</u>	
BANK BALANCE		\$25,126.69



OCTOBER 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$25,126.69
Appeara	\$342.82	
Bernard Food Ind	221.88	
Cardmember Services		
Cash-Wa Dist	\$7,367.82	
Cullligan	\$67.36	
Hiland Dairy	\$5,385.17	
Midwest Restaurant Supply	\$1,091.60	
Nature Seal	\$412.70	
NSNA Dist 4	\$19.00	
Pegler Sysco Food	\$6,161.61	
School Nutrition Association	\$54.00	
Thriftyway	\$5.47	
US Foods	\$2,841.29	
TOTAL	\$23,970.72	
Payroll	<u>\$21,818.86</u>	
TOTAL EXPENSES FOR OCTOBER	\$45,789.58	
TOTAL DEPOSITS FOR OCTOBER	<u>\$43,251.62</u>	
BANK BALANCE		\$22,588.73

NOVEMBER 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$22,588.73
Appeara	\$414.96	
Cash-Wa Dist	6,516.37	
Clear Creek	\$40.00	
Culligan	\$33.96	
Ecolab	\$463.80	
Hiland Dairy	\$5,412.76	
Leifeld's Hardware	\$20.99	
Midwest Restaurant Supply	\$889.00	
Pegler Sysco Food	\$5,189.88	
Rae Valley Market	\$4.36	
Thriftyway	\$3.69	
US Foods	\$4,204.98	
TOTAL	\$23,194.75	
Payroll	<u>\$24,793.82</u>	
TOTAL EXPENSES FOR NOVEMBER	\$47,988.57	
TOTAL DEPOSITS FOR NOVEMBER	<u>\$40,265.35</u>	
BANK BALANCE		\$14,865.51

DECEMBER 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$14,865.51
Amazon	\$26.68	
Appeara	\$333.51	
Cash-Wa Dist	5,329.37	
Culligan	\$33.96	
Hiland Dairy	\$4,657.16	
Hobart	\$147.43	
Midwest Restaurant Supply	\$1,370.50	
Pegler Sysco Food	\$4,644.10	
Rae Valley Market	\$10.09	
US Foods	\$2,708.15	
TOTAL	\$19,260.95	
Payroll	<u>\$19,936.41</u>	
TOTAL EXPENSES FOR DECEMBER	\$39,197.36	
TOTAL DEPOSITS FOR DECEMBER	<u>\$33,427.34</u>	
BANK BALANCE		\$9,095.49

JANUARY 2020 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$9,095.49
Advanced Fire & Safety	\$164.00	
Appeara	\$171.24	
Bernard	\$637.13	
Cash-Wa Dist	\$2,971.96	
Cullligan	\$33.96	
Hiland Dairy	\$2,857.64	
Pegler Sysco Food	\$3,249.60	
Rae Valley Market	\$6.20	
Thompson Co		
Thriftyway	\$15.57	
US Foods	\$1,434.45	
TOTAL	\$11,541.75	
Payroll	<u>\$17,841.19</u>	
TOTAL EXPENSES FOR JANUARY	\$29,382.94	
TOTAL DEPOSITS FOR JANUARY	<u>\$33,955.22</u>	
BANK BALANCE		\$13,667.77

FEBRUARY 2020 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE \$13,667.77

Appeara	\$373.69
Cash-Wa Dist	\$5,164.49
Criss Co	\$270.00
Culligan	\$67.36
Ecolab	\$470.65
Hiland Dairy	\$5,427.50
Pegler Sysco Food	\$3,927.62
Thriftyway	\$2.49
US Foods	\$4,114.20
Vendnet	\$1,765.14

TOTAL	\$21,583.14
Payroll	<u>\$21,109.25</u>

TOTAL EXPENSES FOR FEBRUARY \$42,692.39

TOTAL DEPOSITS FOR FEBRUARY \$37,846.89

BANK BALANCE \$8,822.27

MARCH 2020 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$8,822.27
Appeara	\$336.24	
Cash-Wa Dist	\$4,727.47	
Culligan	\$34.46	
Hiland Dairy	\$4,324.37	
Hobart	\$856.04	
Pegler Sysco Food	\$3,179.94	
Rae Valley Market	\$2.70	
Thriftyway	\$5.53	
US Foods	\$4,700.07	
TOTAL	\$18,166.82	
Payroll	<u>\$21,175.79</u>	
TOTAL EXPENSES FOR MARCH	\$39,342.61	
TOTAL DEPOSITS FOR MARCH	<u>\$52,423.05</u>	
BANK BALANCE		\$21,902.71

The District reimbursed the kitchen for the cost of the health insurance.  
That amount added to the deposits was \$26,176.02

APRIL 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

BEGINNING BANK BALANCE		\$18,868.06
Appeara	\$290.10	
Boone Central Schools	\$13.99	
Cash-Wa Dist	\$5,151.72	
Culligan	\$33.96	
Hiland Dairy	\$4,065.32	
Hobart	\$232.70	
Nebraska Food Distribution	\$30.45	
Pegler Sysco Food	\$4,243.66	
Rae Valley Market	\$7.39	
ServSafe Training	\$270.00	
Thompson Co	\$192.67	
Thriftyway	\$30.45	
Timeless	\$8.50	
Wordware	\$1,982.00	
TOTAL	\$16,552.91	
Payroll	<u>\$20,003.23</u>	
TOTAL EXPENSES FOR APRIL	\$36,556.14	
TOTAL DEPOSITS FOR APRIL	<u>\$29,040.42</u>	
BANK BALANCE		\$11,352.34

MAY 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

	BEGINNING BANK BALANCE	\$11,352.34
Appeara	\$301.52	
Boone Central Schools	\$13.99	
Cash-Wa Dist	\$4,951.99	
Criss Co.	\$197.50	
Culligan	\$33.96	
DeWitt, Justin	\$6.10	
Dickey, Tom	\$10.80	
Gehl's	\$200.00	
Haecker, Karlee	\$7.35	
Hellbusch, Trina	\$11.00	
Heying, Kim	\$39.10	
Hiland Dairy	\$4,585.07	
Hobart	\$320.36	
Imus, Gina	\$292.80	
Kratochvil, Pat	\$3.74	
McCormick, Sam	\$245.75	
Mewhirter, Kim	\$15.25	
Meyer, Alvin	\$19.85	
Molt, Dillon	\$20.00	
Nebraska Food Distribution	\$1,299.93	
Nebraska School Nutrition Association	\$250.00	
Niewohner, Jana	\$35.60	
Noble, Lori	\$33.30	
Pegler Sysco Food	\$4,112.19	
Rae Valley Market	\$16.43	
Rexilius, Terra	\$26.80	
Rother, Vicki	\$11.85	
Schulz, Janey	\$32.95	
SupplyWorks	\$175.50	
Thriftyway	\$10.10	
US Foods	\$483.44	
VanDeWalle, Jeff	\$97.80	
Zoucha, Angie	\$18.20	
Zoucha, Rick	\$19.05	
TOTAL	\$17,899.27	
Payroll	<u>\$19,842.75</u>	
TOTAL EXPENSES FOR APRIL	\$37,742.02	
TOTAL DEPOSITS FOR APRIL	<u>\$31,128.65</u>	
	BANK BALANCE	\$4,738.97





JUNE 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

	BEGINNING BANK BALANCE	\$4,738.97
Appeara	\$246.06	
Cash-Wa Dist	\$571.93	
Culligan	\$63.85	
Hiland Dairy	\$1,143.68	
Pegler Sysco Food	\$481.05	
Rapids	\$465.70	
Thriftyway	\$10.10	
Vendnet	\$87.77	
TOTAL	\$3,070.14	
Payroll	<u>\$15,903.02</u>	
TOTAL EXPENSES FOR JUNE	\$18,973.16	
TOTAL DEPOSITS FOR JUNE	<u>\$32,023.35</u>	
	BANK BALANCE	\$17,789.16

JULY 2019 HOT LUNCH BILLS -- ALBION/PETERSBURG

	BEGINNING BANK BALANCE	\$17,789.16
Advanced Fire & Safety	\$431.25	
Criss Co	\$137.50	
Egan Supply Co	\$579.22	
Hiland Dairy	\$79.66	
Holiday Inn Express	\$299.85	
Midwest Restaurant Supply	\$39.13	
Pyramid School Products	\$11.30	
Rapids	\$465.70	
Rexilius, Terra	\$26.70	
Schulz, Janey	\$20.00	
Staples Advantage	\$83.25	
TOTAL	\$2,173.56	
Payroll	<u>\$3,707.09</u>	
TOTAL EXPENSES FOR JULY	\$5,880.65	
TOTAL DEPOSITS FOR JULY	<u>\$1,628.07</u>	
	BANK BALANCE	\$13,536.58

HOT LUNCH REPORT  
2019-2020

<u>MONTH</u>	<u>NUMBER BEGINNING OF MEALS</u>	<u>BALANCE</u>	<u>TOTAL INCOME</u>	<u>TOTAL EXPENSES</u>	<u>CLOSING BALANCE</u>
AUGUST	908 5,017	\$13,536.58	\$29,187.87	\$5,801.27	\$36,923.18
SEPTEMBER	1,715 8,432	\$36,923.18	#####	\$37,948.67	\$25,126.69
OCTOBER	1,915 9,292	\$25,126.69	\$43,251.62	\$45,789.58	\$22,588.73
NOVEMBER	1,661 7,683	\$22,588.73	#####	\$47,988.57	\$14,865.51
DECEMBER	1,261 6,274	\$14,865.51	#####	\$39,197.36	\$9,095.49
JANUARY	1,365 7,248	\$9,095.49	#####	\$29,382.94	\$13,667.77
FEBRUARY	1,490 7,752	\$13,667.77	#####	\$42,692.39	\$8,822.27
MARCH	763 3,626	\$8,822.27	#####	\$39,342.61	\$21,902.71
APRIL					
MAY					
JUNE					
JULY					

BOARD EXPENDITURE REPORT BY FUNCTION

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
<b>1100</b>	<b>REGULAR INSTRUCTIONAL PROGRAMS</b>							
01 1100 111 000 0000 0 000	District Wide Certified Staff	68,000.00	5,551.56	38,873.87	57.17	29,126.13	0.00	0.00
01 1100 111 002 0000 1 000	Elem Certified Staff	825,000.00	63,867.84	446,444.51	54.11	378,555.49	0.00	0.00
01 1100 111 001 0000 2 000	HS Certified Staff	930,000.00	68,791.21	482,896.93	51.92	447,103.07	0.00	0.00
01 1100 111 001 1116 2 000	Pathways Certified Staff	80,000.00	5,833.34	42,441.40	53.05	37,558.60	0.00	0.00
01 1100 111 004 0000 3 000	MS Certified Staff	535,000.00	40,931.46	286,520.22	53.56	248,479.78	0.00	0.00
01 1100 112 002 0000 1 000	Elem Paraprofessionals	125,000.00	11,770.94	72,741.64	58.19	52,258.36	0.00	0.00
01 1100 112 001 0000 2 000	HS Paraprofessionals	5,000.00	979.76	979.76	19.60	4,020.24	0.00	0.00
01 1100 112 004 0000 3 000	MS Paraprofessionals	5,000.00	277.75	2,296.75	45.94	2,703.25	0.00	0.00
01 1100 113 000 0000 0 000	District In Lieu Of	3,000.00	292.50	2,002.50	66.75	997.50	0.00	0.00
01 1100 113 002 0000 1 000	Elem In Lieu Of	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 113 001 0000 2 000	HS In Lieu Of	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 113 001 1116 2 000	Pathways In Lieu Of	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 113 004 0000 3 000	MS In Lieu Of	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 122 002 0000 1 000	Elem Paraprofessional Subs	5,000.00	706.59	3,590.76	71.82	1,409.24	0.00	0.00
01 1100 122 001 0000 2 000	HS Paraprofessiona Subs	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 122 004 0000 3 000	MS Paraprofessional Subs	1,000.00	32.49	70.11	7.01	929.89	0.00	0.00
01 1100 123 002 0000 1 000	Elem Certified Subs	50,000.00	2,271.24	18,352.17	36.70	31,647.83	0.00	0.00
01 1100 123 001 0000 2 000	HS Certified Subs	28,000.00	2,530.00	16,710.97	59.68	11,289.03	0.00	0.00
01 1100 123 001 1116 2 000	Pathways Certified Subs	2,000.00	402.50	1,178.75	58.94	821.25	0.00	0.00
01 1100 123 004 0000 3 000	MS Certified Subs	20,000.00	1,581.26	5,965.61	29.83	14,034.39	0.00	0.00
01 1100 132 002 0000 1 000	Elem Para Overtime	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 132 001 0000 2 000	HS Para Overtime	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 132 004 0000 3 000	MS Para Overtime	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 150 000 2195 0 000	District Activity Extra Duty	4,000.00	0.00	2,745.00	68.63	1,255.00	0.00	0.00
01 1100 150 001 2190 2 000	HS Athletic Coaches Non-Instructional	28,000.00	20.00	425.00	1.52	27,575.00	0.00	0.00
01 1100 150 001 2190 2 300	HS Athletic Non-Instr Extra Duty	3,000.00	650.00	2,430.00	81.00	570.00	0.00	0.00
01 1100 150 004 2190 3 000	MS Athletic Coaches Non-Instructional	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 1100 150 004 2190 3 300	MS Athletic Non-Instr Extra Duty	1,000.00	295.00	830.00	83.00	170.00	0.00	0.00
01 1100 151 000 2195 0 000	District Activities Sponsors - Certified	5,000.00	337.50	1,295.00	25.90	3,705.00	0.00	0.00
01 1100 151 001 2190 2 000	HS Athletic Coaches - Certified Staff	110,000.00	12,144.32	66,380.78	60.35	43,619.22	0.00	0.00
01 1100 151 001 2195 2 000	HS Activities Sponsors - Certified Staff	45,000.00	3,854.72	27,036.47	60.08	17,963.53	0.00	0.00
01 1100 151 001 2190 2 300	HS Athletic Certified Extra Duty	12,000.00	825.00	6,160.00	51.33	5,840.00	0.00	0.00
01 1100 151 004 2190 3 000	MS Athletic Coaches - Certified Staff	36,000.00	2,885.24	23,184.41	64.40	12,815.59	0.00	0.00
01 1100 151 004 2195 3 000	MS Activity Sponsors - Certified Staff	3,000.00	158.17	1,107.19	36.91	1,892.81	0.00	0.00
01 1100 151 004 2190 3 300	MS Athletic Certified Extra Duty	3,000.00	415.00	1,195.00	39.83	1,805.00	0.00	0.00
01 1100 152 001 2190 2 000	HS Athletic Coaches - Non-Certified Staf	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 1100 152 001 2190 2 300	HS Athletic Non-Certified Extra Duty	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 211 000 0000 0 000	Insurance - District Staff	20,000.00	1,292.64	9,048.52	45.24	10,951.48	0.00	0.00
01 1100 211 002 0000 1 000	Insurance - Elem Certified Staff	280,000.00	20,683.20	144,902.80	51.75	135,097.20	0.00	0.00
01 1100 211 001 0000 2 000	Insurance - HS Certified Staff	280,000.00	17,599.97	124,944.82	44.62	155,055.18	0.00	0.00
01 1100 211 001 1116 2 000	Insurance - Pathways Certified Staff	25,000.00	1,846.62	12,926.34	51.71	12,073.66	0.00	0.00
01 1100 211 004 0000 3 000	Insurance - MS Certified Staff	165,000.00	11,545.20	80,779.80	48.96	84,220.20	0.00	0.00
01 1100 212 002 0000 1 000	Insurance - Elem Paraprofessionals	22,000.00	1,278.15	8,706.21	39.57	13,293.79	0.00	0.00

**BOARD EXPENDITURE REPORT BY FUNCTION**

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 1100 212 001 0000 2 000	Insurance - HS Paraprofessionals	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 212 004 0000 3 000	Insurance - MS Paraprofessionals	1,000.00	1.52	10.69	1.07	989.31	0.00	0.00
01 1100 220 000 2195 0 000	Social Sec - Activity Sponsor NonInstr	500.00	0.00	210.02	42.00	289.98	0.00	0.00
01 1100 220 001 2190 2 000	Social Security - HS Athletic Non-Instr	2,500.00	1.53	32.51	1.30	2,467.49	0.00	0.00
01 1100 220 001 2190 2 300	Social Security - HS NonInst Extra duty	0.00	49.73	185.85	0.00	(185.85)	0.00	0.00
01 1100 220 004 2190 3 000	Social Security - MS Athletics Non-Inst.	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 220 004 2190 3 300	Social Security - MS Non-Inst.Extra Duty	0.00	22.57	63.51	0.00	(63.51)	0.00	0.00
01 1100 221 000 0000 0 000	Social Security - District Staff	5,000.00	421.16	2,949.13	58.98	2,050.87	0.00	0.00
01 1100 221 000 2195 0 000	Social Sec - District Activity Cert	0.00	25.82	99.08	0.00	(99.08)	0.00	0.00
01 1100 221 002 0000 1 000	Social Security - Elem Certified Staff	70,000.00	4,802.71	33,595.09	47.99	36,404.91	0.00	0.00
01 1100 221 001 0000 2 000	Social Security - HS Certified Staff	85,000.00	5,210.27	36,628.84	43.09	48,371.16	0.00	0.00
01 1100 221 001 1116 2 000	Social Sec - Pathways Certified Staff	8,000.00	444.25	3,232.77	40.41	4,767.23	0.00	0.00
01 1100 221 001 2190 2 000	Social Security - HS Coaches Cert Staff	10,000.00	929.05	5,078.32	50.78	4,921.68	0.00	0.00
01 1100 221 001 2195 2 000	Social Sec - HS Activity Sponsors Cert	5,000.00	293.03	2,055.01	41.10	2,944.99	0.00	0.00
01 1100 221 001 2190 2 300	Social Security -HS Extra Duty Cert	0.00	63.09	471.02	0.00	(471.02)	0.00	0.00
01 1100 221 004 0000 3 000	Social Security - MS Certified Staff	45,000.00	3,115.00	21,815.80	48.48	23,184.20	0.00	0.00
01 1100 221 004 2190 3 000	Social Security - MS Certified Coaches	4,000.00	220.72	1,773.55	44.34	2,226.45	0.00	0.00
01 1100 221 004 2195 3 000	Social Sec - MS Cert Activity Sponsors	1,000.00	12.05	84.35	8.44	915.65	0.00	0.00
01 1100 221 004 2190 3 300	Social Security - MS Cert. Extra Duty	0.00	31.75	91.40	0.00	(91.40)	0.00	0.00
01 1100 222 002 0000 1 000	Social Security - Elem Paraprofessionals	13,000.00	929.07	5,663.62	43.57	7,336.38	0.00	0.00
01 1100 222 001 0000 2 000	Social Security - HS Paraprofessionals	1,000.00	74.96	74.96	7.50	925.04	0.00	0.00
01 1100 222 004 0000 3 000	Social Securiyt - MS Professionals	1,000.00	23.72	181.05	18.11	818.95	0.00	0.00
01 1100 223 000 0000 0 000	Social Security - District Subs	0.00	22.36	153.17	0.00	(153.17)	0.00	0.00
01 1100 223 002 0000 1 000	Social Security - Elem Subs	3,000.00	173.79	1,404.05	46.80	1,595.95	0.00	0.00
01 1100 223 001 0000 2 000	Social Security - HS Subs	2,500.00	193.53	1,278.44	51.14	1,221.56	0.00	0.00
01 1100 223 001 1116 2 000	Social Security - Pathways Subs	250.00	30.80	90.18	36.07	159.82	0.00	0.00
01 1100 223 004 0000 3 000	Social Security - MS Subs	1,500.00	120.97	456.45	30.43	1,043.55	0.00	0.00
01 1100 230 000 2195 0 000	Retirement Non-Instructional	0.00	0.00	73.50	0.00	(73.50)	0.00	0.00
01 1100 230 001 2190 2 000	Retirement HS Athletic Non-Instructional	0.00	0.00	40.01	0.00	(40.01)	0.00	0.00
01 1100 230 001 2190 2 300	Retirement HS Extra Duty Non Instr	0.00	16.91	94.79	0.00	(94.79)	0.00	0.00
01 1100 230 004 2190 3 300	Retirement MS Extra Duty Non-Instr	0.00	1.47	7.63	0.00	(7.63)	0.00	0.00
01 1100 231 000 0000 0 000	Retirement - District Staff	7,000.00	408.04	3,137.91	44.83	3,862.09	0.00	0.00
01 1100 231 002 0000 1 000	Retirement - Elem Certified Staff	85,000.00	4,694.29	36,065.16	42.43	48,934.84	0.00	0.00
01 1100 231 001 0000 2 000	Retirement - HS Certified	91,000.00	4,727.89	38,029.32	41.79	52,970.68	0.00	0.00
01 1100 231 001 1116 2 000	Retirement - Pathways Certified Staff	10,000.00	428.74	3,428.88	34.29	6,571.12	0.00	0.00
01 1100 231 001 2190 2 000	Retirement - HS Athletic Coaches	9,500.00	703.15	4,369.05	45.99	5,130.95	0.00	0.00

BOARD EXPENDITURE REPORT BY FUNCTION

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 1100 231 001 2195 2 000	Retirement - HS Cert. Activity Sponsors	6,000.00	266.87	2,091.93	34.87	3,908.07	0.00	0.00
01 1100 231 001 2190 2 300	Retirement - HS Certified Extra Duty	0.00	60.65	490.50	0.00	(490.50)	0.00	0.00
01 1100 231 004 0000 3 000	Retirement- MS Certified Staff	50,500.00	2,897.85	22,278.25	44.12	28,221.75	0.00	0.00
01 1100 231 004 2190 3 000	Retirement - MS Athletic Coach Cert	3,500.00	177.62	1,365.49	39.01	2,134.51	0.00	0.00
01 1100 231 004 2195 3 000	Retirement - MS Cert. Activity Sponsor	500.00	11.63	89.41	17.88	410.59	0.00	0.00
01 1100 231 004 2190 3 300	Retirement - MS Cert. Extra Duty	0.00	30.51	93.52	0.00	(93.52)	0.00	0.00
01 1100 232 000 0000 0 000	Retirement - District Paraprofessionals	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 232 002 0000 1 000	Retirement - Elem Paraprofessionals	15,000.00	859.65	5,817.64	38.78	9,182.36	0.00	0.00
01 1100 232 001 0000 2 000	Retirement - HS Paraprofessionals	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 232 004 0000 3 000	Retirement - MS Paraprofessionals	1,000.00	20.41	175.71	17.57	824.29	0.00	0.00
01 1100 233 000 0000 0 000	Retirement - District Sub In Lieu	0.00	21.50	162.01	0.00	(162.01)	0.00	0.00
01 1100 237 000 0000 0 000	Increased Retirement Contributions	0.00	147.70	735.49	0.00	(735.49)	0.00	0.00
01 1100 237 000 2195 0 000	Increased Retirement Contributions	0.00	0.00	25.28	0.00	(25.28)	0.00	0.00
01 1100 237 002 0000 1 000	Increased Retirement Contributions	0.00	1,910.12	9,418.29	0.00	(9,418.29)	0.00	0.00
01 1100 237 001 0000 2 000	Increased Retirement Contributions	0.00	1,626.00	8,337.88	0.00	(8,337.88)	0.00	0.00
01 1100 237 001 1116 2 000	Transfers (Outgoing)	0.00	147.44	763.31	0.00	(763.31)	0.00	0.00
01 1100 237 001 2190 2 000	Increased Retirement Contributions	0.00	241.86	996.06	0.00	(996.06)	0.00	0.00
01 1100 237 001 2195 2 000	Increased Retirement Contributions	0.00	91.80	463.87	0.00	(463.87)	0.00	0.00
01 1100 237 001 2190 2 300	Increased Retirement Contributions	0.00	26.72	131.08	0.00	(131.08)	0.00	0.00
01 1100 237 004 0000 3 000	Increased Retirement Contributions	0.00	1,003.67	5,023.78	0.00	(5,023.78)	0.00	0.00
01 1100 237 004 2190 3 000	Increased Retirement Contributions	0.00	61.07	305.35	0.00	(305.35)	0.00	0.00
01 1100 237 004 2195 3 000	Increased Retirement Contributions	0.00	4.00	20.00	0.00	(20.00)	0.00	0.00
01 1100 237 004 2190 3 300	Increased Retirement Contributions	0.00	11.02	21.95	0.00	(21.95)	0.00	0.00
01 1100 260 000 0000 0 000	Unemployment - Non-Certified	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 1100 270 000 0000 0 000	Work Comp - Non-Instructional	7,000.00	501.93	3,544.59	50.64	3,455.41	0.00	0.00
01 1100 271 000 0000 0 000	Work Comp - Certified Staff	15,000.00	1,003.87	7,089.24	47.26	7,910.76	0.00	0.00
01 1100 272 000 0000 0 000	Work Comp- Paraprofessionals	5,000.00	501.93	3,544.59	70.89	1,455.41	0.00	0.00
01 1100 281 000 0000 0 000	Payflex 125 Plan Fees	6,000.00	334.26	2,939.82	49.00	3,060.18	0.00	0.00
01 1100 281 002 0000 1 000	HSA Contributions - Elem Cert Staff	11,000.00	967.71	6,773.97	61.58	4,226.03	0.00	0.00
01 1100 281 001 0000 2 000	HSA Contributions - HS Cert Staff	16,000.00	1,523.10	10,661.70	66.64	5,338.30	0.00	0.00
01 1100 281 001 1116 2 000	HSA Contributions - Pathways Cert Staff	4,000.00	334.67	2,342.69	58.57	1,657.31	0.00	0.00
01 1100 281 004 0000 3 000	HSA Contributions - MS Cert Staff	9,000.00	857.81	6,004.67	66.72	2,995.33	0.00	0.00
01 1100 291 000 0000 0 000	Fitness Center Membership - District	4,000.00	0.00	3,013.44	75.34	986.56	0.00	0.00
01 1100 320 000 0000 0 000	Contracted Services	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 333 000 0000 0 000	District mileage paid to staff	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 333 002 0000 1 000	Mileage paid to staff - Elem	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 333 001 0000 2 000	Mileage paid to staff-HS	500.00	0.00	146.16	29.23	353.84	0.00	0.00

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 1100 333 004 0000 3 000	Mileage paid to staff - MS	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 550 000 0000 0 000	Copier - Supt.& District supplies	6,000.00	0.00	844.01	14.07	5,155.99	0.00	0.00
01 1100 550 002 0000 1 000	Elem Copiers/Printers	10,000.00	550.00	6,795.58	67.96	3,204.42	0.00	0.00
01 1100 550 001 0000 2 000	HS Copiers/Printers	10,000.00	514.68	5,208.86	52.09	4,791.14	0.00	0.00
01 1100 550 001 1116 2 000	Pathways Copiers/Printers	0.00	0.00	17.25	0.00	(17.25)	0.00	0.00
01 1100 550 004 0000 3 000	MS Copiers/Printers	6,000.00	299.00	2,782.97	46.38	3,217.03	0.00	0.00
01 1100 580 001 1121 2 000	HS FBLA Travel	2,000.00	0.00	2,368.00	118.40	(368.00)	0.00	0.00
01 1100 580 001 1127 2 000	HS Vocal Music Travel Expense	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 1100 580 001 1128 2 000	HS Band Travel Expense	500.00	0.00	16.70	3.34	483.30	0.00	0.00
01 1100 580 001 1129 2 000	HS FFA Travel Expense	3,000.00	0.00	84.89	2.83	2,915.11	0.00	0.00
01 1100 580 001 1130 2 000	HS FCCLA Travel Expense	3,500.00	0.00	3,704.36	105.84	(204.36)	0.00	0.00
01 1100 580 004 1127 3 000	MS Vocal Travel Expense	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 1100 591 001 2190 2 000	HS Athletic Coaches - Newman Grove	46,000.00	0.00	0.00	0.00	46,000.00	0.00	0.00
01 1100 591 004 2190 3 000	MS Athletic Coaches - Newman Grove	24,000.00	0.00	0.00	0.00	24,000.00	0.00	0.00
01 1100 610 000 0000 0 000	District Central Supply	22,000.00	0.00	1,026.61	4.67	20,973.39	0.00	0.00
01 1100 610 000 1126 0 000	District Art Supplies	10,000.00	1,411.80	2,654.96	26.55	7,345.04	0.00	0.00
01 1100 610 002 0000 1 000	Elementary Requisitions	18,000.00	0.90	5,379.65	29.89	12,620.35	0.00	0.00
01 1100 610 002 1101 1 000	Elem First Grade Supplies	2,000.00	233.32	619.50	30.98	1,380.50	0.00	0.00
01 1100 610 002 1102 1 000	Elem Second Grade Supplies	2,000.00	0.00	738.95	36.95	1,261.05	0.00	0.00
01 1100 610 002 1103 1 000	Elem Third Grade Supplies	2,000.00	2.02	106.02	5.30	1,893.98	0.00	0.00
01 1100 610 002 1104 1 000	Elem Fourth Grade Supplies	3,000.00	139.75	432.33	14.41	2,567.67	0.00	0.00
01 1100 610 002 1105 1 000	Elem Fifth Grade Supplies	1,500.00	156.42	392.98	26.20	1,107.02	0.00	0.00
01 1100 610 002 1107 1 000	Elem Kindergarten Supplies	2,000.00	14.43	112.63	5.63	1,887.37	0.00	0.00
01 1100 610 002 1108 1 000	Elem Title I Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1100 610 002 1122 1 000	Elem Science Supplies	200.00	49.27	270.89	135.45	(70.89)	0.00	0.00
01 1100 610 002 1123 1 000	Elem PE/Health Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 610 002 1127 1 000	Elem Music Supplies	400.00	122.09	317.09	79.27	82.91	0.00	0.00
01 1100 610 002 1128 1 000	Elem Band Supplies	400.00	0.00	293.11	73.28	106.89	0.00	0.00
01 1100 610 002 0000 1 100	Elementary Furniture/Equip	40,000.00	0.00	0.00	0.00	40,000.00	0.00	0.00
01 1100 610 002 1127 1 100	Elem Music Equip	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 610 001 0000 2 000	HS Supplies	3,000.00	387.03	601.85	20.06	2,398.15	0.00	0.00
01 1100 610 001 1116 2 000	Pathways Classroom Supplies	2,000.00	0.00	15.99	0.80	1,984.01	0.00	0.00
01 1100 610 001 1117 2 000	HS Lang Arts Supplies	2,000.00	0.00	349.00	17.45	1,651.00	0.00	0.00
01 1100 610 001 1118 2 000	HS Spanish Supplies	2,000.00	0.00	180.26	9.01	1,819.74	0.00	0.00
01 1100 610 001 1119 2 000	HS Soc Studies Supplies	2,000.00	0.00	140.00	7.00	1,860.00	0.00	0.00
01 1100 610 001 1120 2 000	HS Math Supplies	2,000.00	0.00	70.50	3.53	1,929.50	0.00	0.00
01 1100 610 001 1121 2 000	HS Business Supplies	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1100 610 001 1122 2 000	HS Science Supplies	9,000.00	222.96	4,129.57	45.88	4,870.43	0.00	0.00
01 1100 610 001 1123 2 000	HS PE/Health Supplies	7,000.00	0.00	4,407.88	62.97	2,592.12	0.00	0.00
01 1100 610 001 1124 2 000	HS Industrial Arts Supplies	4,000.00	68.48	1,425.28	35.63	2,574.72	0.00	0.00
01 1100 610 001 1127 2 000	HS Vocal Music Supplies	3,000.00	170.95	1,585.50	52.85	1,414.50	0.00	0.00
01 1100 610 001 1128 2 000	HS Band Supplies	3,000.00	133.85	913.98	30.47	2,086.02	0.00	0.00
01 1100 610 001 1129 2 000	HS Ag Supplies	2,000.00	7.87	304.70	15.24	1,695.30	0.00	0.00
01 1100 610 001 1130 2 000	HS FCS Supplies	2,000.00	198.88	902.85	45.14	1,097.15	0.00	0.00
01 1100 610 001 0000 2 100	HS Classroom Furniture/Equipment	10,000.00	0.00	1,199.22	11.99	8,800.78	0.00	0.00
01 1100 610 001 1116 2 100	Pathways Furniture/Equipment	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 610 001 1121 2 100	HS Business Furniture/Equip	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 610 001 1124 2 100	HS Industrial Arts Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1100 610 001 1127 2 100	HS Vocal Music Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1100 610 001 1128 2 100	HS Band Equipment	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 610 001 1129 2 100	HS Ag Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1100 610 004 0000 3 000	MS Supplies	2,000.00	35.00	35.00	1.75	1,965.00	0.00	0.00
01 1100 610 004 1117 3 000	MS Lang Arts Supplies	2,000.00	0.00	420.97	21.05	1,579.03	0.00	0.00



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01 1100 610 004 1119 3 000	MS Social Studies Supplies	1,000.00	0.00	776.43	77.64	223.57	0.00	0.00
01 1100 610 004 1120 3 000	MS Math Supplies	1,000.00	0.00	150.00	15.00	850.00	0.00	0.00
01 1100 610 004 1122 3 000	MS Science Supplies	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
01 1100 610 004 1123 3 000	MS PE/Health Supplies	2,000.00	0.00	215.29	10.76	1,784.71	0.00	0.00
01 1100 610 004 1127 3 000	MS Music Supplies	750.00	0.00	349.58	46.61	400.42	0.00	0.00
01 1100 610 004 1128 3 000	MS Band Supplies	750.00	35.00	812.75	108.37	(62.75)	0.00	0.00
01 1100 610 004 0000 3 100	MS Furniture/Equip	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 1100 640 002 0000 1 000	Elem Textbooks/Workbooks/Reference	35,000.00	0.00	825.00	2.36	34,175.00	0.00	0.00
01 1100 640 002 3155 1 000	Rule 4 - Textbook Loan	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 1100 640 001 0000 2 000	HS Textbooks/Workbooks/Reference	35,000.00	2,155.33	2,477.50	7.08	32,522.50	0.00	0.00
01 1100 640 001 1116 2 000	Pathways Textbooks/Workbooks/Ref	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 1100 640 004 0000 3 000	MS Textbooks/Workbooks/Reference	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
01 1100 643 002 0000 1 000	Elem. Web-based Subscriptions	10,000.00	0.00	1,898.95	18.99	8,101.05	0.00	0.00
01 1100 643 002 1128 1 000	Web-based Software	0.00	69.80	69.80	0.00	(69.80)	0.00	0.00
01 1100 643 001 0000 2 000	HS Web-based Subscriptions	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 1100 643 001 1116 2 000	Pathways Web-based Subscriptions	6,000.00	0.00	2,300.00	38.33	3,700.00	0.00	0.00
01 1100 643 001 1117 2 000	ELA Web-based Software	0.00	0.00	53.49	0.00	(53.49)	0.00	0.00
01 1100 643 001 1121 2 000	Business Class Web-based Subscriptions	3,000.00	398.00	4,056.73	135.22	(1,056.73)	0.00	0.00
01 1100 643 001 1128 2 000	Web-based Software	0.00	139.60	139.60	0.00	(139.60)	0.00	0.00
01 1100 643 004 0000 3 000	MS Web-based Subscriptions	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
01 1100 643 004 1128 3 000	Web-based Software	0.00	139.60	139.60	0.00	(139.60)	0.00	0.00
01 1100 650 000 0000 0 000	District Technology Supplies	75,000.00	0.00	0.00	0.00	75,000.00	0.00	0.00
01 1100 650 002 0000 1 000	Elem Technology Supplies	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 1100 650 001 0000 2 000	HS Technology Supplies	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 1100 650 001 1121 2 000	HS BusinessTechnology Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1100 650 001 1124 2 000	HS Industrial Arts Technology Supplies	1,500.00	0.00	1,200.00	80.00	300.00	0.00	0.00
01 1100 650 001 1128 2 000	HS Band Software	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 650 001 1129 2 000	HS Ag Software	0.00	0.00	325.00	0.00	(325.00)	0.00	0.00
01 1100 650 004 0000 3 000	MS Technology Supplies	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1100 810 002 0000 1 000	Elem Dues for Memberships	300.00	0.00	132.00	44.00	168.00	0.00	0.00
01 1100 810 002 1127 1 000	Elem Music Student Contest Fees	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 1100 810 001 0000 2 000	HS Teachers Dues for Membership	1,500.00	0.00	394.00	26.27	1,106.00	0.00	0.00
01 1100 810 001 1127 2 000	HS Music Student Contest Fees	1,500.00	0.00	520.00	34.67	980.00	0.00	0.00
01 1100 810 001 1128 2 000	HS Band Contest Fees	1,200.00	136.00	446.00	37.17	754.00	0.00	0.00
01 1100 810 001 1129 2 000	HS Ag Contest Fees	500.00	0.00	130.00	26.00	370.00	0.00	0.00
01 1100 810 004 0000 3 000	MS Dues for Memberships	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1100 810 004 1122 3 000	MS Science Student Contest Fees	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 1100 810 004 1127 3 000	MS Music Student Contest Fees	1,000.00	0.00	198.00	19.80	802.00	0.00	0.00
01 1100 810 004 1128 3 000	MS Band Contest Fees	500.00	0.00	0.00	0.00	500.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	4,877,300.00	333,280.51	2,311,415.68	47.39	2,565,884.32	0.00	0.00
1115	Career Academy							
01 1115 111 001 0000 2 000	Salaries-Teachers/Prof Career Acad	13,000.00	1,005.29	7,037.03	54.13	5,962.97	0.00	0.00
01 1115 211 001 0000 2 000	HS Group Insurance Career Academy	100.00	1.73	12.11	12.11	87.89	0.00	0.00
01 1115 221 001 0000 2 000	HS Social Security - Career Acad	1,000.00	76.91	538.37	53.84	461.63	0.00	0.00
01 1115 333 001 0000 2 000	Mileage paid to welding instructor	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1115 580 000 0000 0 000	Career Acad Travel Expense	0.00	0.00	77.52	0.00	(77.52)	0.00	0.00
01 1115 610 001 0000 2 000	Career Acad Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00

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01 1115 610 001 1115 2 000	Welding Supplies	4,000.00	1,179.52	7,159.19	178.98	(3,159.19)	0.00	0.00
01 1115 610 004 0000 3 000	MS Career Acad Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1115 640 001 0000 2 000	Career Academy Textbooks	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1115 640 004 0000 3 000	MS Career Acad Books	0.00	0.00	186.02	0.00	(186.02)	0.00	0.00
1115 Career Academy		20,000.00	2,263.45	15,010.24	75.05	4,989.76	0.00	0.00
<b>1150</b>	<b>Limited English Proficiency</b>							
01 1150 610 002 0000 1 000	LEP Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
1150 Limited English Proficiency		500.00	0.00	0.00	0.00	500.00	0.00	0.00
<b>1190</b>	<b>Early Childhood</b>							
01 1190 111 002 0000 1 000	Preschool Certified Staff Salaries	95,000.00	7,125.00	49,875.00	52.50	45,125.00	0.00	0.00
01 1190 112 002 0000 1 000	Preschool Paraprofessional Salaries	75,000.00	6,180.82	43,036.49	57.38	31,963.51	0.00	0.00
01 1190 122 002 0000 1 000	Preschool Paraprofessional Subs	4,000.00	615.00	2,736.00	68.40	1,264.00	0.00	0.00
01 1190 123 002 0000 1 000	Preschool Certified Staff Subs	2,500.00	230.00	805.00	32.20	1,695.00	0.00	0.00
01 1190 132 002 0000 1 000	Preschool Paraprofessional Overtime	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1190 151 002 0000 1 000	Preschool Extra Duty	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 1190 211 002 0000 1 000	Insurance-Preschool Certified Staff	41,000.00	2,289.48	16,026.36	39.09	24,973.64	0.00	0.00
01 1190 212 002 0000 1 000	Insurance - Preschool Paraprofessionals	1,000.00	44.03	415.46	41.55	584.54	0.00	0.00
01 1190 221 002 0000 1 000	Social Sec. -Preschool Certified Staff	9,000.00	541.03	3,801.61	42.24	5,198.39	0.00	0.00
01 1190 222 002 0000 1 000	Social Security -Preschool Para	7,000.00	519.87	3,501.59	50.02	3,498.41	0.00	0.00
01 1190 223 002 0000 1 000	Social Security - Preschool Sub Teachers	0.00	17.60	61.60	0.00	(61.60)	0.00	0.00
01 1190 231 002 0000 1 000	Retirement - Preschool Certified Teachers	9,000.00	523.68	4,026.00	44.73	4,974.00	0.00	0.00
01 1190 232 002 0000 1 000	Retirement-Preschool Paras	10,000.00	454.29	3,481.63	34.82	6,518.37	0.00	0.00
01 1190 233 002 0000 1 000	Retirement-Preschool Substitute Teachers	0.00	0.00	8.45	0.00	(8.45)	0.00	0.00
01 1190 237 002 0000 1 000	Increased Retirement Contrib - Preschool	0.00	336.34	1,710.20	0.00	(1,710.20)	0.00	0.00
01 1190 281 002 0000 1 000	HSA Contributions-Preschool	500.00	94.95	664.65	132.93	(164.65)	0.00	0.00
01 1190 291 002 0000 1 000	Preschool Fitness Ctr Membership	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1190 330 002 0000 1 000	Preschool Employee Training & Dev.	800.00	0.00	25.00	3.13	775.00	0.00	0.00
01 1190 580 002 0000 1 000	Preschool Travel Expenses	600.00	0.00	0.00	0.00	600.00	0.00	0.00
01 1190 610 002 0000 1 000	Preschool Supplies	8,000.00	0.00	2,135.45	26.69	5,864.55	0.00	0.00
01 1190 610 002 1190 1 000	Preschool Supplies	1,600.00	1,049.74	2,210.08	138.13	(610.08)	0.00	0.00
01 1190 610 002 0000 1 100	Preschool Furniture/Equipment	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 1190 610 002 0000 1 700	Preschool Snacks	7,000.00	0.00	3,873.85	55.34	3,126.15	0.00	0.00
01 1190 643 002 0000 1 000	Web-based Software	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 1190 650 002 0000 1 000	Preschool Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
1190 Early Childhood		279,200.00	20,021.83	138,394.42	49.57	140,805.58	0.00	0.00
<b>1200</b>	<b>SpEd Instructional Program School Age</b>							
01 1200 111 000 0000 0 000	District Wide SpEd Certified Salaries	90,000.00	6,926.00	48,482.00	53.87	41,518.00	0.00	0.00
01 1200 111 002 0000 1 000	Elem SpEd Certified Salaries	115,000.00	9,226.88	64,588.16	56.16	50,411.84	0.00	0.00
01 1200 111 001 0000 2 000	HS SpEd Certified Salaries	130,000.00	10,574.29	74,190.20	57.07	55,809.80	0.00	0.00
01 1200 111 004 0000 3 000	MS SpEd Certified Salaries	72,000.00	5,829.04	40,803.28	56.67	31,196.72	0.00	0.00
01 1200 112 002 0000 1 000	Elem SpEd Paraprofessionals	60,000.00	3,485.28	31,562.76	52.60	28,437.24	0.00	0.00
01 1200 112 001 0000 2 000	HS SpEd Paraprofessionals	66,000.00	6,510.82	42,578.70	64.51	23,421.30	0.00	0.00
01 1200 112 004 0000 3 000	MS SpEd Paraprofessionals	40,000.00	4,427.52	27,047.76	67.62	12,952.24	0.00	0.00
01 1200 122 002 0000 1 000	Elem SpEd Para Subs	3,500.00	391.41	3,210.74	91.74	289.26	0.00	0.00

BOARD EXPENDITURE REPORT BY FUNCTION

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 1200 122 001 0000 2 000	HS SpEd Para Subs	2,000.00	555.00	1,248.00	62.40	752.00	0.00	0.00
01 1200 122 004 0000 3 000	MS SpEd Para Subs	2,500.00	138.51	325.89	13.04	2,174.11	0.00	0.00
01 1200 123 002 0000 1 000	Elem SpEd Certified Subs	4,000.00	230.00	1,667.50	41.69	2,332.50	0.00	0.00
01 1200 123 001 0000 2 000	HS SpEd Certified Subs	2,500.00	460.00	2,125.00	85.00	375.00	0.00	0.00
01 1200 123 004 0000 3 000	MS SpEd Certified Subs	3,000.00	0.00	747.50	24.92	2,252.50	0.00	0.00
01 1200 132 002 0000 1 000	Elem SpEd Paraprofessional Overtime	0.00	0.00	5.38	0.00	(5.38)	0.00	0.00
01 1200 211 000 0000 0 000	District SpEd Certified Insurance	22,000.00	1,509.12	10,563.84	48.02	11,436.16	0.00	0.00
01 1200 211 002 0000 1 000	Elem SpEd Certified Insurance	45,000.00	3,222.33	22,556.31	50.13	22,443.69	0.00	0.00
01 1200 211 001 0000 2 000	HS SpEd Certified Insurance	30,000.00	2,116.70	14,816.90	49.39	15,183.10	0.00	0.00
01 1200 211 004 0000 3 000	MS SpEd Certified Insurance	20,000.00	1,307.73	9,154.11	45.77	10,845.89	0.00	0.00
01 1200 212 002 0000 1 000	Elem SpEd Paraprofessional Insurance	1,000.00	61.53	572.02	57.20	427.98	0.00	0.00
01 1200 212 001 0000 2 000	HS SpEd Paraprofessional Insurance	2,000.00	267.75	1,895.35	94.77	104.65	0.00	0.00
01 1200 212 004 0000 3 000	MS SpEd Paraprofessional Insurance	2,000.00	49.35	327.02	16.35	1,672.98	0.00	0.00
01 1200 221 000 0000 0 000	District Certified Social Security	8,000.00	528.24	3,697.68	46.22	4,302.32	0.00	0.00
01 1200 221 002 0000 1 000	Elem SpEd Certified Social Security	10,000.00	701.82	4,912.74	49.13	5,087.26	0.00	0.00
01 1200 221 001 0000 2 000	HS SpEd Certified Social Security	12,000.00	804.91	5,661.74	47.18	6,338.26	0.00	0.00
01 1200 221 004 0000 3 000	MS SpEd Certified Soc Sec	7,000.00	443.49	3,118.85	44.56	3,881.15	0.00	0.00
01 1200 222 002 0000 1 000	Elem SpEd Para Social Security	7,000.00	295.93	2,655.93	37.94	4,344.07	0.00	0.00
01 1200 222 001 0000 2 000	HS SpEd Para Social Security	7,000.00	535.47	3,317.42	47.39	3,682.58	0.00	0.00
01 1200 222 004 0000 3 000	MS SpEd Para Social Security	4,000.00	349.30	2,094.08	52.35	1,905.92	0.00	0.00
01 1200 223 002 0000 1 000	Elem Certified Subs Social Security	500.00	17.59	127.58	25.52	372.42	0.00	0.00
01 1200 223 001 0000 2 000	HS SpEd Sub Social Security	500.00	35.18	162.55	32.51	337.45	0.00	0.00
01 1200 223 004 0000 3 000	MS Certified Subs Social Security	600.00	0.00	57.20	9.53	542.80	0.00	0.00
01 1200 231 000 0000 0 000	District SpEd Retirement Certified	8,000.00	509.06	3,913.58	48.92	4,086.42	0.00	0.00
01 1200 231 002 0000 1 000	Elem SpEd Retirement - Certified	13,000.00	678.18	5,213.73	40.11	7,786.27	0.00	0.00
01 1200 231 001 0000 2 000	HS SpEd Retirement Certified Teachers	12,000.00	777.22	5,991.89	49.93	6,008.11	0.00	0.00
01 1200 231 004 0000 3 000	MS SpEd Retirement Certified	7,000.00	428.44	3,293.76	47.05	3,706.24	0.00	0.00
01 1200 232 002 0000 1 000	Elem SpEd Retirement - Para	8,000.00	256.18	2,607.76	32.60	5,392.24	0.00	0.00
01 1200 232 001 0000 2 000	HS SpEd Retirement - Para	9,000.00	478.54	3,414.92	37.94	5,585.08	0.00	0.00
01 1200 232 004 0000 3 000	MS SpEd Retirement - Para	5,000.00	325.42	2,159.05	43.18	2,840.95	0.00	0.00
01 1200 237 000 0000 0 000	District SpEd iIncreased Retire	0.00	175.07	875.35	0.00	(875.35)	0.00	0.00
01 1200 237 002 0000 1 000	Elem SpEd Increased Retire-Certified	0.00	321.34	1,714.00	0.00	(1,714.00)	0.00	0.00
01 1200 237 001 0000 2 000	HS SpEd Increased Retire-Certified	0.00	431.83	2,127.31	0.00	(2,127.31)	0.00	0.00
01 1200 237 004 0000 3 000	MS SpEd Increased Retire-Certified	0.00	259.26	1,254.70	0.00	(1,254.70)	0.00	0.00
01 1200 281 000 0000 0 000	District SpEd Health Benefitis-Certified	0.00	267.73	1,874.11	0.00	(1,874.11)	0.00	0.00
01 1200 281 002 0000 1 000	Elem SpEd Health Benefits - Certified	3,000.00	267.73	1,874.11	62.47	1,125.89	0.00	0.00
01 1200 281 001 0000 2 000	HS SpEd Health Benefits-Certified	3,000.00	267.73	1,874.11	62.47	1,125.89	0.00	0.00
01 1200 281 004 0000 3 000	MS SpEd Health Benefits - Certified	4,000.00	0.00	0.00	0.00	4,000.00	0.00	0.00
01 1200 282 001 0000 2 000	HS SpEd Health Benefits-Para	0.00	39.88	279.16	0.00	(279.16)	0.00	0.00
01 1200 291 000 0000 0 000	District SpEd Fitness Center	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1200 291 001 0000 2 000	HS SpEd Fitness Center - Certified	200.00	0.00	0.00	0.00	200.00	0.00	0.00

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 1200 320 002 0000 1 000	Elem SpEd Professional Services	20,000.00	3,068.00	5,391.05	26.96	14,608.95	0.00	0.00
01 1200 320 001 0000 2 000	HS SpEd Professional Services	10,000.00	2,501.00	15,959.55	159.60	(5,959.55)	0.00	0.00
01 1200 320 004 0000 3 000	MS SpEd Professional Services	70,000.00	7,444.44	40,376.38	57.68	29,623.62	0.00	0.00
01 1200 330 000 0000 0 000	District SpEd Training/Development	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1200 330 002 0000 1 000	Elem SpEd Training/Development	1,000.00	20.00	20.00	2.00	980.00	0.00	0.00
01 1200 330 001 0000 2 000	HSt SpEd Training/Development	2,000.00	0.00	200.00	10.00	1,800.00	0.00	0.00
01 1200 330 004 0000 3 000	MS SpEd Training/Development	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1200 580 000 0000 0 000	District SpEd Travel Expenses	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1200 580 002 0000 1 000	Elem SpEd Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 580 001 0000 2 000	HS SpEd Travel Expenses	1,500.00	35.66	35.66	2.38	1,464.34	0.00	0.00
01 1200 580 004 0000 3 000	MS SpEd Travel Expenses	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1200 591 002 0000 1 000	Elem SpEd Purchased Services from ESU	33,293.00	9,429.28	32,531.34	97.71	761.66	0.00	0.00
01 1200 591 001 0000 2 000	HS SpEd Purchased Services from ESU	6,173.00	6,060.27	40,496.60	656.03	(34,323.60)	0.00	0.00
01 1200 591 004 0000 3 000	MS SpEd Purchased Services from ESU	0.00	244.78	244.78	0.00	(244.78)	0.00	0.00
01 1200 610 000 0000 0 000	District SpEd Supplies	0.00	76.50	1,760.46	0.00	(1,760.46)	0.00	0.00
01 1200 610 002 0000 1 000	Elem SpEd Supplies	2,000.00	18.06	609.02	30.45	1,390.98	0.00	0.00
01 1200 610 002 0000 1 100	Elem SpEd Furn-Equipment	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 1200 610 001 0000 2 000	HS SpEd Supplies	2,000.00	107.06	558.40	27.92	1,441.60	0.00	0.00
01 1200 610 001 0000 2 100	HS SpEd Furniture/Equipment	500.00	0.00	7,163.88	1,432.78	(6,663.88)	0.00	0.00
01 1200 610 004 0000 3 000	MS SpEd Supplies	500.00	0.00	101.73	20.35	398.27	0.00	0.00
01 1200 610 004 0000 3 100	MS SpEd Furn&Equip	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 640 002 0000 1 000	Elem SpEd Textbooks	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1200 640 001 0000 2 000	HS SpEd Textbooks	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 640 004 0000 3 000	MS SpEd Textbooks	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 643 000 0000 0 000	District SpEd Web-Based Software	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 1200 650 000 0000 0 000	District SpEd Technology Supplies	500.00	0.00	1,596.00	319.20	(1,096.00)	0.00	0.00
01 1200 650 002 0000 1 000	Elem SpEd Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 650 001 0000 2 000	HS SpEd Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 650 004 0000 3 000	MSt SpEd Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 1200 810 000 0000 0 000	District SpEd Dues & Fees	0.00	0.00	235.00	0.00	(235.00)	0.00	0.00
1200 SpEd Instructional Program School Age		1,002,366.00	95,489.85	610,021.58	60.86	392,344.42	0.00	0.00
<b>1300 Summer School</b>								
01 1300 151 002 0000 1 000	Elem Summer School Teachers	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 1300 151 001 0000 2 000	HS Summer School Teachers	3,500.00	0.00	0.00	0.00	3,500.00	0.00	0.00
01 1300 151 004 0000 3 000	MS Summer School Teachers	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 1300 221 002 0000 1 000	Elem Summer School Social Security	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 1300 221 001 0000 2 000	HS Summer School Social Security	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 1300 221 004 0000 3 000	MS Summer School Social Security	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 1300 231 002 0000 1 000	Elem Summer School Retirement	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 1300 231 001 0000 2 000	HS Summer School Retirement	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 1300 231 004 0000 3 000	MS Summer School Retirement	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 1300 610 002 0000 1 000	Elem Summer School Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1300 610 001 0000 2 000	HS Summer School Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 1300 610 004 0000 3 000	MS Summer School Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
1300 Summer School		9,500.00	0.00	0.00	0.00	9,500.00	0.00	0.00
<b>2110 ATTENDANCE AND SOCIAL WORK</b>								
01 2110 643 000 0000 0 000	Web-based Software	7,000.00	0.00	3,518.69	50.27	3,481.31	0.00	0.00
2110 ATTENDANCE AND SOCIAL WORK		7,000.00	0.00	3,518.69	50.27	3,481.31	0.00	0.00

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<b>2120</b>	<b>GUIDANCE SERVICES</b>							
01 2120 111 002 0000 1 000	Elem Guidance Certified Salaries	77,000.00	6,092.67	42,648.69	55.39	34,351.31	0.00	0.00
01 2120 111 001 0000 2 000	HS Guidance - Certified Salaries	85,000.00	6,751.34	47,259.38	55.60	37,740.62	0.00	0.00
01 2120 111 004 0000 3 000	MS Guidance - Certified Salaries	40,000.00	2,185.89	15,301.23	38.25	24,698.77	0.00	0.00
01 2120 123 002 0000 1 000	El Guidance - Sub Salaries	0.00	115.00	575.00	0.00	(575.00)	0.00	0.00
01 2120 123 004 0000 3 000	MS Guidance SubSalaries	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 211 002 0000 1 000	Elem Guidance Group Insurance	20,000.00	1,745.03	11,412.02	57.06	8,587.98	0.00	0.00
01 2120 211 001 0000 2 000	HS Guidance Group Insurance	20,000.00	1,477.30	10,341.10	51.71	9,658.90	0.00	0.00
01 2120 211 004 0000 3 000	MS Guidance Group Insurance	8,000.00	553.99	3,877.93	48.47	4,122.07	0.00	0.00
01 2120 221 002 0000 1 000	Elem Guidance Social Security	7,500.00	466.09	3,262.63	43.50	4,237.37	0.00	0.00
01 2120 221 001 0000 2 000	HS Guidance Social Security	7,500.00	512.44	3,601.49	48.02	3,898.51	0.00	0.00
01 2120 221 004 0000 3 000	MS Guidance Social Security	2,500.00	165.72	1,160.07	46.40	1,339.93	0.00	0.00
01 2120 223 002 0000 1 000	Elem Guidance Subs Social Security	0.00	8.80	44.00	0.00	(44.00)	0.00	0.00
01 2120 231 002 0000 1 000	Elem Guidance Retirement	8,000.00	447.81	3,442.69	43.03	4,557.31	0.00	0.00
01 2120 231 001 0000 2 000	HS Guidance - Retirement	8,000.00	496.22	3,814.87	47.69	4,185.13	0.00	0.00
01 2120 231 004 0000 3 000	MS Guidance Retirement	3,500.00	160.66	1,235.14	35.29	2,264.86	0.00	0.00
01 2120 237 002 0000 1 000	Elem Guidance Increased Retire	0.00	154.02	770.10	0.00	(770.10)	0.00	0.00
01 2120 237 001 0000 2 000	HS Guidance Increased Retire	0.00	170.67	853.34	0.00	(853.34)	0.00	0.00
01 2120 237 004 0000 3 000	MS Guidance Increased Retire	0.00	55.26	276.29	0.00	(276.29)	0.00	0.00
01 2120 281 002 0000 1 000	Elem Guidance Health Benefits	1,000.00	0.00	1,070.92	107.09	(70.92)	0.00	0.00
01 2120 281 001 0000 2 000	HS Guidance Health Benefits	3,500.00	267.73	1,874.11	53.55	1,625.89	0.00	0.00
01 2120 281 004 0000 3 000	MS Guidance Health Benefits	2,000.00	100.40	702.80	35.14	1,297.20	0.00	0.00
01 2120 291 001 0000 2 000	HS Guidance-Fitness Ctr	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2120 330 002 0000 1 000	Elem GuidTraining/Development	500.00	85.00	250.00	50.00	250.00	0.00	0.00
01 2120 330 001 0000 2 000	Employee Training & Development	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 330 004 0000 3 000	MS Guidance Training/Development	500.00	0.00	180.00	36.00	320.00	0.00	0.00
01 2120 580 002 0000 1 000	Elem Guidance Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 580 001 0000 2 000	HS Guidance Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 580 004 0000 3 000	MS Guidance Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 610 002 0000 1 000	Elem Guidance Supplies	800.00	86.58	791.54	98.94	8.46	0.00	0.00
01 2120 610 001 0000 2 000	HS Guidance Supplies	1,000.00	245.95	897.08	89.71	102.92	0.00	0.00
01 2120 610 001 0000 2 100	HS Guidance Furniture & Equipment	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2120 610 004 0000 3 000	MS Guidance Supplies	800.00	22.81	116.85	14.61	683.15	0.00	0.00
01 2120 650 002 0000 1 000	Elem Guidance Tech-Related Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2120 650 001 0000 2 000	HS Guidance Tech-Related Supplies	200.00	0.00	79.00	39.50	121.00	0.00	0.00
01 2120 650 004 0000 3 000	MS Guidance Tech-Related Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
<b>2120</b>	<b>GUIDANCE SERVICES</b>	<b>300,900.00</b>	<b>22,367.38</b>	<b>155,838.27</b>	<b>51.79</b>	<b>145,061.73</b>	<b>0.00</b>	<b>0.00</b>
<b>2130</b>	<b>HEALTH SERVICES</b>							
01 2130 110 000 0000 0 000	Nurse Salary	0.00	2,186.40	12,747.42	0.00	(12,747.42)	0.00	0.00
01 2130 220 000 0000 0 000	Nurse Social Security	0.00	167.27	975.23	0.00	(975.23)	0.00	0.00
01 2130 320 000 0000 0 000	School Nurse Contract	60,000.00	0.00	11,751.38	19.59	48,248.62	0.00	0.00
01 2130 330 000 0000 0 000	School NurseTraining/Development	200.00	0.00	122.00	61.00	78.00	0.00	0.00
01 2130 610 000 0000 0 000	Nurse Supplies	2,500.00	0.00	384.03	15.36	2,115.97	0.00	0.00
<b>2130</b>	<b>HEALTH SERVICES</b>	<b>62,700.00</b>	<b>2,353.67</b>	<b>25,980.06</b>	<b>41.44</b>	<b>36,719.94</b>	<b>0.00</b>	<b>0.00</b>
<b>2141</b>	<b>Psych Services SpEd School Age</b>							
01 2141 330 000 0000 0 000	Psych Registration/Conference Fees	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 2141 580 000 0000 0 000	Psychologist Travel Expenses	200.00	0.00	0.00	0.00	200.00	0.00	0.00

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01 2141 610 000 0000 0 000	Psych Supplies	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
2141	Psych Services SpEd School Age	2,100.00	0.00	0.00	0.00	2,100.00	0.00	0.00
<b>2151</b>	<b>Speech Audiology SpEd School Age</b>							
01 2151 111 002 0000 1 000	Elem Speech Salary	60,000.00	5,829.04	40,803.28	68.01	19,196.72	0.00	0.00
01 2151 111 001 0000 2 000	HS Speech Salary	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00
01 2151 211 002 0000 1 000	Elem Speech Group Insurance	8,000.00	544.45	3,811.15	47.64	4,188.85	0.00	0.00
01 2151 211 001 0000 2 000	HS Speech Group Insurance	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2151 221 002 0000 1 000	Elem Speech Social Security	4,500.00	445.92	3,135.85	69.69	1,364.15	0.00	0.00
01 2151 221 001 0000 2 000	HS Speech Social Security	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2151 231 002 0000 1 000	Elem Speech Retirement	6,000.00	428.43	3,293.71	54.90	2,706.29	0.00	0.00
01 2151 231 001 0000 2 000	HS Speech Retirement	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2151 237 002 0000 1 000	Elem Speech Increased Retirement	0.00	147.35	736.75	0.00	(736.75)	0.00	0.00
01 2151 281 002 0000 1 000	Elem Speech Other Health Benefits	0.00	94.95	664.65	0.00	(664.65)	0.00	0.00
01 2151 320 002 0000 1 000	Elem Speech Contracted Services	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2151 320 004 0000 3 000	MS Speech Contracted Services	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2151 330 000 0000 0 000	Speech Registration/Conference Fees	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2151 580 000 0000 0 000	Speech Travel Expenses	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2151 591 002 0000 1 000	Elem Speech ESU Services	0.00	153.41	1,048.58	0.00	(1,048.58)	0.00	0.00
01 2151 591 004 0000 3 000	MS Speech ESU Services	0.00	613.64	3,487.08	0.00	(3,487.08)	0.00	0.00
01 2151 610 002 0000 1 000	Elem Speech Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2151 810 000 0000 0 000	Speech Dues & Fees	200.00	0.00	0.00	0.00	200.00	0.00	0.00
2151	Speech Audiology SpEd School Age	101,200.00	8,257.19	56,981.05	56.31	44,218.95	0.00	0.00
<b>2152</b>	<b>Speech Patholog/Audiology y Age 3-5</b>							
01 2152 111 002 0000 1 000	Preschool Speech Salaries	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2152 211 002 0000 1 000	PS Speech Insurance	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2152 221 002 0000 1 000	PS Speech Social Security	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2152 231 002 0000 1 000	PS Speech Retirement	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 2152 610 002 0000 1 000	Preschool Speech Supplies	500.00	79.00	79.00	15.80	421.00	0.00	0.00
2152	Speech Patholog/Audiology y Age 3-5	6,000.00	79.00	79.00	1.32	5,921.00	0.00	0.00
<b>2153</b>	<b>Speech Pathology/Audiology Age 0-2</b>							
01 2153 320 002 0000 1 000	Birth-2 Speech Services	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
2153	Speech Pathology/Audiology Age 0-2	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
<b>2161</b>	<b>Occupational Therapy School Age</b>							
01 2161 320 002 0000 1 000	Elem Occupational Therapy Services	20,000.00	3,049.05	19,518.85	97.59	481.15	0.00	0.00
01 2161 320 001 0000 2 000	HS Occupational Therapy Services	3,000.00	14.75	190.70	6.36	2,809.30	0.00	0.00
01 2161 320 004 0000 3 000	MS Occupational Therapy Services	5,000.00	115.00	627.30	12.55	4,372.70	0.00	0.00
2161	Occupational Therapy School Age	28,000.00	3,178.80	20,336.85	72.63	7,663.15	0.00	0.00
<b>2162</b>	<b>Occupational Therapy - Age 3-5</b>							
01 2162 320 002 0000 1 000	Preschool Occupational Therapy	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
2162	Occupational Therapy - Age 3-5	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
<b>2163</b>	<b>Physical Therapy- Age 0-2</b>							
01 2163 340 002 0000 1 000	Birth-2 Occupational Therapy	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
2163	Physical Therapy- Age 0-2	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
<b>2171</b>	<b>Physical Therapy -School Age</b>							
01 2171 320 002 0000 1 000	Elem Physical Therapy	500.00	75.00	400.00	80.00	100.00	0.00	0.00
01 2171 320 001 0000 2 000	HS Physical Therapy	500.00	0.00	25.00	5.00	475.00	0.00	0.00
01 2171 320 004 0000 3 000	MS Physical Therapy	500.00	0.00	0.00	0.00	500.00	0.00	0.00

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2171	Physical Therapy -School Age	1,500.00	75.00	425.00	28.33	1,075.00	0.00	0.00
2172	Physical Therapy - 3-5							
01 2172 320 002 0000 1 000	Preschool Physical Therapy	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2172	Physical Therapy - 3-5	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2173	Physical Therapy - 0-2							
01 2173 320 002 0000 1 000	Birth-2 Physical Therapy	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
2173	Physical Therapy - 0-2	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
2181	Vision							
01 2181 320 004 0000 3 000	Vision Services SpEd MS	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2181	Vision	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2190	Activities							
01 2190 340 002 0000 1 000	Student Drug & Alcohol Testing	0.00	0.00	93.00	0.00	(93.00)	0.00	0.00
01 2190 340 001 0000 2 000	HS Student Drug & Alcohol Testing	1,500.00	147.00	1,015.50	67.70	484.50	0.00	0.00
01 2190 340 004 0000 3 000	MS Student Drug & Alcohol Testing	1,000.00	105.00	514.50	51.45	485.50	0.00	0.00
01 2190 580 001 2195 2 000	HS Speech Travel Expense	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2190 610 001 2195 2 000	HS Speech Supplies	1,200.00	0.00	369.24	30.77	830.76	0.00	0.00
01 2190 610 004 2195 3 000	MS Speech Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2190 810 001 0000 2 000	Dues & Fees	0.00	0.00	125.00	0.00	(125.00)	0.00	0.00
01 2190 810 001 2195 2 000	HS Speech Fees	3,500.00	1,149.00	2,104.00	60.11	1,396.00	0.00	0.00
01 2190 810 004 2195 3 000	MS Speech Dues & Fees	500.00	145.00	145.00	29.00	355.00	0.00	0.00
2190	Activities	9,200.00	1,546.00	4,366.24	47.46	4,833.76	0.00	0.00
2210	Improvement of Instruction							
01 2210 151 002 0000 1 000	Elem SAT Coordinator and Mentors	2,000.00	213.82	1,496.74	74.84	503.26	0.00	0.00
01 2210 151 001 0000 2 000	HS SAT Coordinator & Mentors	2,000.00	143.53	1,004.71	50.24	995.29	0.00	0.00
01 2210 151 004 0000 3 000	MS SAT Coordinator and Mentors	2,000.00	111.31	779.17	38.96	1,220.83	0.00	0.00
01 2210 221 002 0000 1 000	Elem SAT Coordinator/Mentors Soc Sec	200.00	16.36	114.52	57.26	85.48	0.00	0.00
01 2210 221 001 0000 2 000	HS SAT Coordinator/Mentors Soc Security	200.00	10.99	76.93	38.47	123.07	0.00	0.00
01 2210 221 004 0000 3 000	MS SAT Coordinator/Mentors Soc Security	200.00	8.52	59.64	29.82	140.36	0.00	0.00
01 2210 231 002 0000 1 000	Elem SAT Coordinator/Mentors Retirement	200.00	15.71	120.77	60.39	79.23	0.00	0.00
01 2210 231 001 0000 2 000	HS SAT Coordinator/Mentors Retirement	200.00	10.55	81.09	40.55	118.91	0.00	0.00
01 2210 231 004 0000 3 000	MS SAT Coordinator/Mentors Retirement	200.00	8.18	62.88	31.44	137.12	0.00	0.00
01 2210 237 002 0000 1 000	Elem SAT Coordinator/Mentors Incr Retire	0.00	5.40	27.00	0.00	(27.00)	0.00	0.00
01 2210 237 001 0000 2 000	HS SAT Coordinator/Mentors Incr Retire	0.00	3.62	18.10	0.00	(18.10)	0.00	0.00
01 2210 237 004 0000 3 000	MS SAT Coordinator/Mentors Incr Retire	0.00	2.81	14.05	0.00	(14.05)	0.00	0.00
01 2210 643 000 0000 0 000	Web-based Software	0.00	5,000.00	5,000.00	0.00	(5,000.00)	0.00	0.00
2210	Improvement of Instruction	7,200.00	5,550.80	8,855.60	122.99	(1,655.60)	0.00	0.00
2211	School Improvement							
01 2211 151 000 0000 0 000	School Improvement Team Salaries	4,000.00	339.80	2,378.60	59.47	1,621.40	0.00	0.00
01 2211 221 000 0000 0 000	School Improvement Social Security	400.00	26.02	182.14	45.54	217.86	0.00	0.00
01 2211 231 000 0000 0 000	School Improvement - Retirement	500.00	24.95	191.89	38.38	308.11	0.00	0.00
01 2211 237 000 0000 0 000	School Improvement Increased Retirement	0.00	8.56	42.80	0.00	(42.80)	0.00	0.00
01 2211 320 000 0000 0 000	School Improvement Professional	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00

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Services								
01 2211 610 000 0000 0 000	School Improvement Supplies	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2211 810 000 0000 0 000	AdvancEd Accreditation	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
01 2211 810 002 0000 1 000	Elem Accreditation	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
01 2211 810 001 0000 2 000	HS Accreditation	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
01 2211 810 004 0000 3 000	MS Accreditation	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00
2211 School Improvement		<u>10,900.00</u>	<u>399.33</u>	<u>2,795.43</u>	<u>25.65</u>	<u>8,104.57</u>	<u>0.00</u>	<u>0.00</u>
2214 Professional Development								
01 2214 151 002 0000 1 000	Elem Teachers/Prof Staff Prof Dev	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2214 151 001 0000 2 000	HS Teachers/Prof Staff Prof Dev	2,000.00	0.00	3,597.05	179.85	(1,597.05)	0.00	0.00
01 2214 151 001 1116 2 000	Pathways Teachers/Prof Staff Prof Dev	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2214 151 004 0000 3 000	MS Teachers/Prof Staff Prof Dev	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2214 221 002 0000 1 000	Elem Social Security - Teachers PD	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 2214 221 001 0000 2 000	HS Social Security - Teachers PD	200.00	0.00	275.13	137.57	(75.13)	0.00	0.00
01 2214 221 001 1116 2 000	Pathways Prof Dev - Soc Security	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 221 004 0000 3 000	MS Social Security - Teachers PD	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 231 002 0000 1 000	Elem Retirement - PD	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 2214 231 001 0000 2 000	HS Retirement - PD	300.00	0.00	352.62	117.54	(52.62)	0.00	0.00
01 2214 231 001 1116 2 000	Pathways Prof Dev - Retirement	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 231 004 0000 3 000	MS Retirement - PD	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 237 001 0000 2 000	HS Prof Dev Increased Retirement	0.00	0.00	2.68	0.00	(2.68)	0.00	0.00
01 2214 320 000 0000 0 000	District Prof Dev Contracted Services	1,000.00	0.00	2,250.00	225.00	(1,250.00)	0.00	0.00
01 2214 320 002 0000 1 000	Elem Dev Contracted Services	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2214 320 001 0000 2 000	HS Prof Dev Contracted Services	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2214 320 004 0000 3 000	MS Prof Dev Contracted Services	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2214 330 000 0000 0 000	District Prof Dev Training Fees	0.00	150.00	695.00	0.00	(695.00)	0.00	0.00
01 2214 330 002 0000 1 000	Elem Prof Dev Training Fees	1,029.00	0.00	1,264.00	122.84	(235.00)	0.00	0.00
01 2214 330 001 0000 2 000	HS Prof Dev Training Fees	2,000.00	0.00	831.00	41.55	1,169.00	0.00	0.00
01 2214 330 001 1116 2 000	Pathways Prof Dev Training Fees	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2214 330 004 0000 3 000	MS Prof Dev Training Fees	1,000.00	0.00	189.00	18.90	811.00	0.00	0.00
01 2214 333 000 0000 0 000	District Prof Dev Mileage	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 333 001 0000 2 000	HS Prof Dev Mileage	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 333 004 0000 3 000	MS Prof Dev Mileage	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2214 580 000 0000 0 000	Dist Prof Dev Travel Expenses	2,000.00	0.00	942.57	47.13	1,057.43	0.00	0.00
01 2214 580 002 0000 1 000	Elem Prof Dev Travel Expenses	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 2214 580 001 0000 2 000	HS Prof Dev Travel Expenses	1,500.00	0.00	680.40	45.36	819.60	0.00	0.00
01 2214 580 001 1116 2 000	Pathways Prof Dev Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2214 580 004 0000 3 000	MS Prof Dev Travel Expenses	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2214 610 000 0000 0 000	Prof Dev Supplies	2,000.00	163.86	366.42	18.32	1,633.58	0.00	0.00
2214 Professional Development		<u>26,529.00</u>	<u>313.86</u>	<u>11,445.87</u>	<u>43.14</u>	<u>15,083.13</u>	<u>0.00</u>	<u>0.00</u>
2220 Library/Media Services								
01 2220 111 002 0000 1 000	Elem Library/Media Teacher Salaries	70,000.00	5,163.13	38,555.65	55.08	31,444.35	0.00	0.00
01 2220 111 001 0000 2 000	HS Library/Media Teacher Salaries	36,000.00	2,548.37	17,838.59	49.55	18,161.41	0.00	0.00
01 2220 111 004 0000 3 000	MS Library/Media Teacher Salaries	20,000.00	1,274.19	8,919.33	44.60	11,080.67	0.00	0.00
01 2220 112 002 0000 1 000	Elem Library Para	5,000.00	394.66	2,770.90	55.42	2,229.10	0.00	0.00
01 2220 112 001 0000 2 000	HS Library Para	5,000.00	789.32	5,541.98	110.84	(541.98)	0.00	0.00



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01 2220 122 002 0000 1 000	Elem Para Library Sub	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 122 001 0000 2 000	HS Para Library Sub	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 123 002 0000 1 000	Elem Library Substitute Teachers	1,000.00	115.00	1,552.50	155.25	(552.50)	0.00	0.00
01 2220 123 001 0000 2 000	HS Library Substitute Teachers	1,000.00	57.50	488.75	48.88	511.25	0.00	0.00
01 2220 123 004 0000 3 000	MS Library Substitute Teachers	1,000.00	57.50	488.75	48.88	511.25	0.00	0.00
01 2220 211 002 0000 1 000	Elem Library Insurance	8,000.00	544.45	3,298.54	41.23	4,701.46	0.00	0.00
01 2220 211 001 0000 2 000	HS Library Insurance	10,000.00	738.65	5,160.68	51.61	4,839.32	0.00	0.00
01 2220 211 004 0000 3 000	MS Library Insurance	8,000.00	369.32	2,580.31	32.25	5,419.69	0.00	0.00
01 2220 212 002 0000 1 000	Elem Library Para Insurance	0.00	1.86	13.03	0.00	(13.03)	0.00	0.00
01 2220 212 001 0000 2 000	HS Library Para Insurance	0.00	3.73	26.11	0.00	(26.11)	0.00	0.00
01 2220 221 002 0000 1 000	Elem Library Social Security	6,000.00	394.98	2,949.52	49.16	3,050.48	0.00	0.00
01 2220 221 001 0000 2 000	HS Library Social Security	3,500.00	192.94	1,350.58	38.59	2,149.42	0.00	0.00
01 2220 221 004 0000 3 000	MS Library Social Security	2,500.00	96.46	675.25	27.01	1,824.75	0.00	0.00
01 2220 222 002 0000 1 000	Elem Library Para - Social Security	1,000.00	30.19	211.98	21.20	788.02	0.00	0.00
01 2220 222 001 0000 2 000	HS Library Para - Social Security	1,000.00	60.39	423.96	42.40	576.04	0.00	0.00
01 2220 223 002 0000 1 000	Elem Library Subs - Social Security	200.00	8.80	118.77	59.39	81.23	0.00	0.00
01 2220 223 001 0000 2 000	HS Library Subs - Social Security	200.00	4.40	37.40	18.70	162.60	0.00	0.00
01 2220 223 004 0000 3 000	MS Library Subs - Social Security	200.00	4.40	37.40	18.70	162.60	0.00	0.00
01 2220 231 002 0000 1 000	Elem Library Retirement	7,500.00	379.49	3,115.21	41.54	4,384.79	0.00	0.00
01 2220 231 001 0000 2 000	HS Library Retirement	4,000.00	187.30	1,439.94	36.00	2,560.06	0.00	0.00
01 2220 231 004 0000 3 000	MS Library Retirement	3,000.00	93.65	719.99	24.00	2,280.01	0.00	0.00
01 2220 232 002 0000 1 000	Elem Library Para Retirement	1,000.00	29.00	223.19	22.32	776.81	0.00	0.00
01 2220 232 001 0000 2 000	HS Library Para Retirement	1,000.00	58.02	446.44	44.64	553.56	0.00	0.00
01 2220 237 002 0000 1 000	Elem Library Increased Retirement	0.00	140.49	743.75	0.00	(743.75)	0.00	0.00
01 2220 237 001 0000 2 000	HS Library Increased Retirement	0.00	84.37	423.07	0.00	(423.07)	0.00	0.00
01 2220 237 004 0000 3 000	MS Library Increased Retirement	0.00	32.21	161.05	0.00	(161.05)	0.00	0.00
01 2220 281 002 0000 1 000	Elem Library Health Benefits	1,000.00	94.95	664.65	66.47	335.35	0.00	0.00
01 2220 281 001 0000 2 000	HS Library Health Benefits	2,000.00	133.86	937.02	46.85	1,062.98	0.00	0.00
01 2220 281 004 0000 3 000	MS Library Health Benefits	2,000.00	66.94	468.58	23.43	1,531.42	0.00	0.00
01 2220 330 002 0000 1 000	Elem Library Training/Development	100.00	0.00	20.00	20.00	80.00	0.00	0.00
01 2220 330 001 0000 2 000	HS Library Training/Development	100.00	0.00	20.00	20.00	80.00	0.00	0.00
01 2220 330 004 0000 3 000	MS Library Training/Development	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 2220 580 002 0000 1 000	Elem Library Travel Expenses	200.00	0.00	129.00	64.50	71.00	0.00	0.00
01 2220 580 001 0000 2 000	HS Library Travel Expenses	200.00	0.00	129.00	64.50	71.00	0.00	0.00
01 2220 580 004 0000 3 000	MS Library Travel Expenses	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 2220 610 002 0000 1 000	Elem Library Supplies	1,500.00	4.05	198.33	13.22	1,301.67	0.00	0.00
01 2220 610 002 0000 1 100	Elem Library Furniture & Equip	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 2220 610 001 0000 2 000	HS Library Supplies	750.00	0.00	0.00	0.00	750.00	0.00	0.00
01 2220 610 001 0000 2 100	HS Library Furniture & Equip	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 610 004 0000 3 000	MS Library Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 610 004 0000 3 100	MS Library Furniture & Equip	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 640 002 0000 1 000	Elem Library Books & Periodicals	4,000.00	0.00	2,323.31	58.08	1,676.69	0.00	0.00
01 2220 640 001 0000 2 000	HS Library Books & Periodicals	4,000.00	50.95	120.95	3.02	3,879.05	0.00	0.00
01 2220 640 004 0000 3 000	MS Library Books & Periodicals	2,000.00	197.82	335.55	16.78	1,664.45	0.00	0.00
01 2220 641 002 0000 1 000	Elem Library E-Books	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 2220 641 001 0000 2 000	HS Library E-Books	300.00	0.00	0.00	0.00	300.00	0.00	0.00
01 2220 641 004 0000 3 000	MS Library E-Books	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 2220 643 002 0000 1 000	Elem Library Web-based Software	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2220 643 001 0000 2 000	HS Library Web-based Software	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00

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01 2220 643 004 0000 3 000	MS Library Web-based Software	600.00	0.00	0.00	0.00	600.00	0.00	0.00
01 2220 650 002 0000 1 000	Elem Library Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 650 001 0000 2 000	HS Library Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2220 650 004 0000 3 000	MS Library Technology Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
2220	Library/Media Services	222,850.00	14,403.34	105,659.01	47.41	117,190.99	0.00	0.00
2224	Distance Education							
01 2224 382 001 0000 2 000	HS Distance Education	7,000.00	0.00	1,375.92	19.66	5,624.08	0.00	0.00
2224	Distance Education	7,000.00	0.00	1,375.92	19.66	5,624.08	0.00	0.00
2240	Academic Student Assessment							
01 2240 610 002 0000 1 000	Elem Assessment Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2240 610 001 0000 2 000	HS Assessment Supplies	1,000.00	0.00	852.00	85.20	148.00	0.00	0.00
01 2240 610 004 0000 3 000	MS Assessment Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2240 643 000 0000 0 000	District Web-based Assessments	3,500.00	3,750.00	3,750.00	107.14	(250.00)	0.00	0.00
01 2240 643 002 0000 1 000	Elem Web-based Software	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 2240 643 001 0000 2 000	HS Web-based Software	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 2240 643 004 0000 3 000	MS Web-based Software	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
2240	Academic Student Assessment	11,000.00	3,750.00	4,602.00	41.84	6,398.00	0.00	0.00
2310	Board of Education							
01 2310 330 000 0000 0 000	Board Training & Development	4,000.00	0.00	2,504.00	62.60	1,496.00	0.00	0.00
01 2310 340 000 0000 0 000	Board Professional Services	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2310 521 000 0000 0 000	Board Treasurer's Bond	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2310 540 000 0000 0 000	Board Advertising/Legal Notices	14,000.00	829.62	4,344.61	31.03	9,655.39	0.00	0.00
01 2310 580 000 0000 0 000	Board Travel Expenses	3,000.00	0.00	2,286.03	76.20	713.97	0.00	0.00
01 2310 610 000 0000 0 000	Board Supplies	7,500.00	0.00	8,965.92	119.55	(1,465.92)	0.00	0.00
01 2310 643 000 0000 0 000	Board Web-Based Software	7,000.00	0.00	4,520.00	64.57	2,480.00	0.00	0.00
01 2310 810 000 0000 0 000	Board Dues & Fees	8,000.00	4,705.00	5,205.00	65.06	2,795.00	0.00	0.00
2310	Board of Education	46,000.00	5,534.62	27,825.56	60.49	18,174.44	0.00	0.00
2320	Executive Administration							
01 2320 105 000 0000 0 000	Superintendent Salary	145,000.00	11,708.33	81,958.31	56.52	63,041.69	0.00	0.00
01 2320 215 000 0000 0 000	Superintendent Insurance	18,000.00	1,797.73	11,780.92	65.45	6,219.08	0.00	0.00
01 2320 225 000 0000 0 000	Superintendent Social Security	12,000.00	889.95	5,899.43	49.16	6,100.57	0.00	0.00
01 2320 235 000 0000 0 000	Superintendent Retirement	15,000.00	860.56	6,615.86	44.11	8,384.14	0.00	0.00
01 2320 237 000 0000 0 000	Superintendent Increased Retirement	0.00	295.96	1,479.80	0.00	(1,479.80)	0.00	0.00
01 2320 285 000 0000 0 000	Superintendent Health Benefits	3,500.00	0.00	1,070.92	30.60	2,429.08	0.00	0.00
01 2320 295 000 0000 0 000	Superintendent Other Benefits	800.00	50.00	350.00	43.75	450.00	0.00	0.00
01 2320 330 000 0000 0 000	Superintendent Training & Development	2,000.00	0.00	220.00	11.00	1,780.00	0.00	0.00
01 2320 333 000 0000 0 000	Superintendent Mileage	2,500.00	673.33	1,431.25	57.25	1,068.75	0.00	0.00
01 2320 350 000 0000 0 000	Superintendent Advertising & Printing	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 2320 580 000 0000 0 000	Superintendent Travel Expenses	4,000.00	503.14	882.50	22.06	3,117.50	0.00	0.00
01 2320 610 000 0000 0 000	Superintendent Supplies	5,000.00	55.68	1,630.25	32.61	3,369.75	0.00	0.00
01 2320 650 000 0000 0 000	Superintendent Technology Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2320 810 000 0000 0 000	Superintendent Dues & Fees	2,000.00	50.00	93.00	4.65	1,907.00	0.00	0.00
2320	Executive Administration	213,800.00	16,884.68	113,412.24	53.05	100,387.76	0.00	0.00
2330	Legal Services							
01 2330 317 000 0000 0 000	Legal Services	30,000.00	0.00	12,149.56	40.50	17,850.44	0.00	0.00
2330	Legal Services	30,000.00	0.00	12,149.56	40.50	17,850.44	0.00	0.00
2410	Office of the Principal							
01 2410 110 002 0000 1 000	Elem Secretary Salary	34,000.00	2,840.24	20,533.42	60.39	13,466.58	0.00	0.00
01 2410 110 001 0000 2 000	HS Secretary Salary	45,000.00	4,507.26	32,275.38	71.72	12,724.62	0.00	0.00

BOARD EXPENDITURE REPORT BY FUNCTION

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2410 110 004 0000 3 000	MS Secretary Salary	30,000.00	1,774.10	15,676.47	52.25	14,323.53	0.00	0.00
01 2410 111 002 0000 1 000	Elem Principal Salary	90,000.00	7,050.58	74,299.06	82.55	15,700.94	0.00	0.00
01 2410 111 001 0000 2 000	HS Principal Salary	102,000.00	8,240.83	57,685.81	56.55	44,314.19	0.00	0.00
01 2410 111 004 0000 3 000	MS Principal Salary	102,000.00	8,315.00	33,260.00	32.61	68,740.00	0.00	0.00
01 2410 120 002 0000 1 000	Elem Secretary Sub	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2410 120 001 0000 2 000	HS Secretary Sub	500.00	24.00	303.00	60.60	197.00	0.00	0.00
01 2410 120 004 0000 3 000	MS Secretary Sub	500.00	642.00	1,392.00	278.40	(892.00)	0.00	0.00
01 2410 130 002 0000 1 000	Elem Secretary Overtime	500.00	0.00	82.80	16.56	417.20	0.00	0.00
01 2410 130 001 0000 2 000	HS Secretary Overtime	4,000.00	427.13	2,197.86	54.95	1,802.14	0.00	0.00
01 2410 130 004 0000 3 000	MS Secretary Overtime	500.00	5.89	394.48	78.90	105.52	0.00	0.00
01 2410 210 002 0000 1 000	Elem Secretary Insurance	0.00	14.39	100.73	0.00	(100.73)	0.00	0.00
01 2410 210 001 0000 2 000	HS Secretary Insurance	22,000.00	1,770.04	12,390.28	56.32	9,609.72	0.00	0.00
01 2410 210 004 0000 3 000	MS Secretary Insurance	0.00	11.51	80.57	0.00	(80.57)	0.00	0.00
01 2410 211 002 0000 1 000	Elem Principal Insurance	20,000.00	1,530.00	15,280.90	76.40	4,719.10	0.00	0.00
01 2410 211 001 0000 2 000	HS Principal Insurance	22,000.00	1,797.73	12,584.11	57.20	9,415.89	0.00	0.00
01 2410 211 004 0000 3 000	MS Principal Insurance	22,000.00	1,530.00	6,112.68	27.78	15,887.32	0.00	0.00
01 2410 220 002 0000 1 000	Elem Secretary Substitute Social Sec	3,000.00	217.27	1,577.14	52.57	1,422.86	0.00	0.00
01 2410 220 001 0000 2 000	HS Secretary Substitute Social Security	500.00	375.28	2,632.15	526.43	(2,132.15)	0.00	0.00
01 2410 220 004 0000 3 000	MS Secretary Substitute Social Security	3,000.00	185.30	1,335.92	44.53	1,664.08	0.00	0.00
01 2410 221 002 0000 1 000	Elem Principal Social Security	7,000.00	543.19	5,736.54	81.95	1,263.46	0.00	0.00
01 2410 221 001 0000 2 000	HS Principal Social Security	7,500.00	618.96	4,347.05	57.96	3,152.95	0.00	0.00
01 2410 221 004 0000 3 000	MS Principal Social Security	7,000.00	639.92	2,559.67	36.57	4,440.33	0.00	0.00
01 2410 230 002 0000 1 000	Elem Secretary Retirement	4,000.00	208.76	1,680.52	42.01	2,319.48	0.00	0.00
01 2410 230 001 0000 2 000	HS Secretary Retirement	6,000.00	362.68	2,806.70	46.78	3,193.30	0.00	0.00
01 2410 230 004 0000 3 000	MS Secretary Retirement	4,000.00	130.83	1,316.75	32.92	2,683.25	0.00	0.00
01 2410 231 002 0000 1 000	Elem Principal Retirement	9,000.00	518.22	6,237.81	69.31	2,762.19	0.00	0.00
01 2410 231 001 0000 2 000	HS Principal Retirement	10,000.00	605.70	4,656.53	46.57	5,343.47	0.00	0.00
01 2410 231 004 0000 3 000	MS Principal Retirement	10,000.00	611.15	2,444.61	24.45	7,555.39	0.00	0.00
01 2410 237 002 0000 1 000	Elem Increased Retirement Contributions	0.00	250.03	1,457.20	0.00	(1,457.20)	0.00	0.00
01 2410 237 001 0000 2 000	HS Increased Retirement Contributions	0.00	333.02	1,640.01	0.00	(1,640.01)	0.00	0.00
01 2410 237 004 0000 3 000	MS Increased Retirement Contributions	0.00	255.18	1,111.45	0.00	(1,111.45)	0.00	0.00
01 2410 281 002 0000 1 000	Elem Principal Health Benefits	3,500.00	267.73	2,677.30	76.49	822.70	0.00	0.00
01 2410 281 004 0000 3 000	MS Principal Health Benefits	0.00	267.73	1,070.92	0.00	(1,070.92)	0.00	0.00
01 2410 291 002 0000 1 000	Elem Principal Other Benefits	800.00	50.00	500.00	62.50	300.00	0.00	0.00
01 2410 291 001 0000 2 000	HS Principal Other Benefits	800.00	50.00	350.00	43.75	450.00	0.00	0.00
01 2410 291 004 0000 3 000	MS Principal Other Benefits	800.00	50.00	200.00	25.00	600.00	0.00	0.00
01 2410 330 002 0000 1 000	Elem Principal Training/Development	1,000.00	0.00	180.00	18.00	820.00	0.00	0.00
01 2410 330 001 0000 2 000	HS Principal Training/Development	1,000.00	0.00	180.00	18.00	820.00	0.00	0.00
01 2410 330 004 0000 3 000	MS Principal Training & Development	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2410 333 002 0000 1 000	Elem Principal Mileage	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2410 333 001 0000 2 000	HS Principal Mileage	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2410 333 004 0000 3 000	MS Principal Mileage	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2410 580 002 0000 1 000	Elem Principal Travel Expense	750.00	0.00	152.09	20.28	597.91	0.00	0.00
01 2410 580 001 0000 2 000	HS Principal Travel Expense	750.00	0.00	179.81	23.97	570.19	0.00	0.00
01 2410 580 004 0000 3 000	MS Principal Travel Expense	750.00	0.00	0.00	0.00	750.00	0.00	0.00
01 2410 610 002 0000 1 000	Elem Office Supplies	2,500.00	101.94	1,971.59	78.86	528.41	0.00	0.00
01 2410 610 001 0000 2 000	HS Office Supplies	2,500.00	245.51	1,404.53	56.18	1,095.47	0.00	0.00
01 2410 610 004 0000 3 000	MS Office Supplies	2,500.00	51.53	902.16	36.09	1,597.84	0.00	0.00
01 2410 650 000 0000 0 000	Technology Supplies	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2410 810 002 0000 1 000	Elem Principal Dues & Fees	750.00	0.00	20.00	2.67	730.00	0.00	0.00
01 2410 810 001 0000 2 000	HS Principal Dues & Fees	750.00	0.00	0.00	0.00	750.00	0.00	0.00
01 2410 810 004 0000 3 000	MS Principal Dues & Fees	750.00	0.00	0.00	0.00	750.00	0.00	0.00
2410 Office of the Principal		590,150.00	47,420.63	335,978.00	56.93	254,172.00	0.00	0.00
<b>2490</b>	<b>Other Administration Salaries</b>							
01 2490 111 000 0000 0 000	Activities Director Salary	80,000.00	6,275.08	43,925.56	54.91	36,074.44	0.00	0.00
01 2490 211 000 0000 0 000	Activities Director Insurance	8,000.00	639.40	4,475.80	55.95	3,524.20	0.00	0.00
01 2490 221 000 0000 0 000	Activities Director Social Security	6,000.00	483.86	3,397.61	56.63	2,602.39	0.00	0.00
01 2490 231 000 0000 0 000	Activities Director Retirement	7,000.00	461.22	3,545.78	50.65	3,454.22	0.00	0.00
01 2490 237 000 0000 0 000	Activities Director Increased Retirement	0.00	158.62	793.10	0.00	(793.10)	0.00	0.00
01 2490 291 000 0000 0 000	Activities Director Other Benefits	0.00	50.00	300.00	0.00	(300.00)	0.00	0.00
01 2490 330 000 0000 0 000	Activities Director Training Development	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2490 580 000 0000 0 000	Activities Director Travel Expense	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2490 610 000 0000 0 000	Activities Director Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2490 810 000 0000 0 000	Activities Director Membership Dues	500.00	0.00	0.00	0.00	500.00	0.00	0.00
2490 Other Administration Salaries		103,000.00	8,068.18	56,437.85	54.79	46,562.15	0.00	0.00
<b>2510</b>	<b>Fiscal Services</b>							
01 2510 110 000 0000 0 000	Bookkeeper Salary	140,000.00	7,933.16	57,848.50	41.32	82,151.50	0.00	0.00
01 2510 130 000 0000 0 000	Bookkeeper Overtime	20,000.00	530.98	6,671.32	33.36	13,328.68	0.00	0.00
01 2510 210 000 0000 0 000	Bookkeeper Insurance	40,000.00	1,517.16	10,620.11	26.55	29,379.89	0.00	0.00
01 2510 220 000 0000 0 000	Bookkeeper Social Security	12,000.00	647.51	4,935.77	41.13	7,064.23	0.00	0.00
01 2510 230 000 0000 0 000	Bookkeeper Retirement	17,000.00	622.11	5,260.51	30.94	11,739.49	0.00	0.00
01 2510 237 000 0000 0 000	Bookkeeper Increased Retirement	0.00	213.96	1,112.66	0.00	(1,112.66)	0.00	0.00
01 2510 280 000 0000 0 000	Bookkeeper Health Benefits	1,000.00	267.73	1,874.11	187.41	(874.11)	0.00	0.00
01 2510 315 000 0000 0 000	Audit/Accounting Costs	10,000.00	0.00	10,075.00	100.75	(75.00)	0.00	0.00
01 2510 330 000 0000 0 000	Bookkeeper Training & Development	750.00	0.00	0.00	0.00	750.00	0.00	0.00
01 2510 520 000 0000 0 000	Property Insurance	65,000.00	4,459.70	31,074.41	47.81	33,925.59	0.00	0.00
01 2510 530 000 0000 0 000	District Telecommunication	20,000.00	1,429.36	10,023.57	50.12	9,976.43	0.00	0.00
01 2510 530 002 0000 1 000	Elem Telecommunications	4,000.00	265.44	1,871.79	46.79	2,128.21	0.00	0.00
01 2510 530 001 0000 2 000	HS Telecommunications	5,000.00	265.45	1,871.80	37.44	3,128.20	0.00	0.00
01 2510 530 001 1116 2 000	Pathways Telecommunications	1,000.00	75.84	534.80	53.48	465.20	0.00	0.00
01 2510 530 004 0000 3 000	MS Telecommunications	4,000.00	299.90	1,982.07	49.55	2,017.93	0.00	0.00
01 2510 531 002 0000 1 000	Elem Postage	3,500.00	64.92	1,946.42	55.61	1,553.58	0.00	0.00
01 2510 531 001 0000 2 000	HS Postage	3,500.00	64.92	1,921.92	54.91	1,578.08	0.00	0.00
01 2510 531 004 0000 3 000	MS Postage	2,000.00	0.00	1,305.65	65.28	694.35	0.00	0.00
01 2510 540 000 0000 0 000	District Advertising	500.00	0.00	115.20	23.04	384.80	0.00	0.00
01 2510 580 000 0000 0 000	Bookkeeper Travel Expense	800.00	0.00	0.00	0.00	800.00	0.00	0.00
01 2510 610 000 0000 0 000	Fiscal Service Supplies	3,000.00	7.33	916.09	30.54	2,083.91	0.00	0.00
01 2510 650 000 0000 0 000	Business Office Technology Supplies	10,000.00	0.00	325.00	3.25	9,675.00	0.00	0.00
01 2510 810 000 0000 0 000	Business Office Dues & Fees	100.00	0.00	30.00	30.00	70.00	0.00	0.00
2510 Fiscal Services		363,150.00	18,665.47	152,316.70	41.94	210,833.30	0.00	0.00
<b>2560</b>	<b>Public Information Services</b>							
01 2560 643 000 0000 0 000	School Website/Messenger System	8,000.00	0.00	4,849.74	60.62	3,150.26	0.00	0.00
2560 Public Information Services		8,000.00	0.00	4,849.74	60.62	3,150.26	0.00	0.00
<b>2570</b>	<b>Personnel Services</b>							
01 2570 340 000 0000 0 000	Background Checks	1,500.00	94.00	453.50	30.23	1,046.50	0.00	0.00
01 2570 540 000 0000 0 000	Advertising for Personnel	1,000.00	0.00	345.60	34.56	654.40	0.00	0.00
01 2570 610 000 0000 0 000	Personnel Services Supplies	0.00	105.93	105.93	0.00	(105.93)	0.00	0.00

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2570 643 000 0000 0 000	Web-based Software	0.00	7,760.00	7,760.00	0.00	(7,760.00)	0.00	0.00
2570 Personnel Services		2,500.00	7,959.93	8,665.03	346.60	(6,165.03)	0.00	0.00
<b>2580</b>	<b>Administrative Tech Services</b>							
01 2580 114 000 0000 0 000	Technical Staff Salary	55,000.00	4,371.78	31,096.17	56.54	23,903.83	0.00	0.00
01 2580 134 000 0000 0 000	Technical Staff Overtime	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2580 151 004 0000 3 000	MS LAN Manager	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 2580 214 000 0000 0 000	Technical Staff Group Insurance	18,000.00	1,308.77	9,705.66	53.92	8,294.34	0.00	0.00
01 2580 221 004 0000 3 000	MS LAN Manager Social Security	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2580 224 000 0000 0 000	Technical Staff Social Security	4,000.00	328.55	2,337.57	58.44	1,662.43	0.00	0.00
01 2580 231 004 0000 3 000	MS Retirement - Tech	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2580 234 000 0000 0 000	Technical Staff Retirement	4,000.00	321.32	2,519.03	62.98	1,480.97	0.00	0.00
01 2580 237 000 0000 0 000	Technical Staff Increased Retirement	0.00	110.51	552.55	0.00	(552.55)	0.00	0.00
01 2580 432 000 0000 0 000	Technology Support	20,000.00	100.00	12,029.78	60.15	7,970.22	0.00	0.00
01 2580 643 000 0000 0 000	Web-based Software Subscription	6,000.00	102.55	362.84	6.05	5,637.16	0.00	0.00
01 2580 650 000 0000 0 000	Technology Supplies	0.00	1,320.27	4,819.73	0.00	(4,819.73)	0.00	0.00
01 2580 734 000 0000 0 000	Technology Equipment	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
2580 Administrative Tech Services		116,500.00	7,963.75	63,423.33	54.44	53,076.67	0.00	0.00
<b>2610</b>	<b>Operation of Buildings</b>							
01 2610 110 002 0000 1 000	Elem Custodial Salaries	125,000.00	8,818.58	66,094.92	52.88	58,905.08	0.00	0.00
01 2610 110 001 0000 2 000	HS Custodial Salaries	130,000.00	8,818.60	66,265.97	50.97	63,734.03	0.00	0.00
01 2610 110 004 0000 3 000	HS Custodial Salaries	110,000.00	6,061.29	47,319.24	43.02	62,680.76	0.00	0.00
01 2610 120 004 0000 3 000	MS Custodial Substitutes	0.00	297.00	1,997.48	0.00	(1,997.48)	0.00	0.00
01 2610 130 002 0000 1 000	Elem Custodial Overtime	23,000.00	2,067.10	11,761.52	51.14	11,238.48	0.00	0.00
01 2610 130 001 0000 2 000	HS Custodial Overtime	23,000.00	2,067.13	11,761.64	51.14	11,238.36	0.00	0.00
01 2610 130 004 0000 3 000	MS Custodial Overtime	5,000.00	454.80	2,628.70	52.57	2,371.30	0.00	0.00
01 2610 210 002 0000 1 000	Elem Custodial Insurance	42,000.00	3,292.93	23,017.28	54.80	18,982.72	0.00	0.00
01 2610 210 001 0000 2 000	HS Custodial Insurance	42,000.00	3,292.94	23,083.81	54.96	18,916.19	0.00	0.00
01 2610 210 004 0000 3 000	MS Custodial Insurance	45,000.00	2,234.22	16,003.89	35.56	28,996.11	0.00	0.00
01 2610 220 002 0000 1 000	Elem Custodial Social Security	12,000.00	816.24	5,839.26	48.66	6,160.74	0.00	0.00
01 2610 220 001 0000 2 000	HS Custodial Social Security	12,000.00	816.23	5,852.16	48.77	6,147.84	0.00	0.00
01 2610 220 004 0000 3 000	MS Custodial Social Security	10,000.00	516.80	3,943.08	39.43	6,056.92	0.00	0.00
01 2610 230 002 0000 1 000	Elem Custodial Retirement	15,000.00	800.09	6,270.45	41.80	8,729.55	0.00	0.00
01 2610 230 001 0000 2 000	HS Custodial Retirement	15,000.00	800.11	6,287.32	41.92	8,712.68	0.00	0.00
01 2610 230 004 0000 3 000	MS Custodial Retirement	15,000.00	478.93	4,071.20	27.14	10,928.80	0.00	0.00
01 2610 237 002 0000 1 000	Elem Custodial Increased Retirement	0.00	275.16	1,420.08	0.00	(1,420.08)	0.00	0.00
01 2610 237 001 0000 2 000	HS Custodial Increased Retirement	0.00	275.18	1,420.08	0.00	(1,420.08)	0.00	0.00
01 2610 237 004 0000 3 000	MS Custodial Increased Retirement	0.00	164.72	902.55	0.00	(902.55)	0.00	0.00
01 2610 280 002 0000 1 000	Elem Custodial OtherHealth Benefit (HSA)	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2610 280 001 0000 2 000	HS Custodial Other Health Benefit (HSA)	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2610 280 004 0000 3 000	MS Custodial Other Health Benefit (HSA)	500.00	159.51	1,187.30	237.46	(687.30)	0.00	0.00
01 2610 330 000 0000 0 000	District Custodial Training&Development	500.00	0.00	450.00	90.00	50.00	0.00	0.00
01 2610 410 000 0000 0 000	District Water/Garbage	500.00	0.00	269.35	53.87	230.65	0.00	0.00
01 2610 410 002 0000 1 000	Elem Water/Garbage	11,000.00	0.00	4,207.53	38.25	6,792.47	0.00	0.00
01 2610 410 001 0000 2 000	HS Water/Garbage	11,000.00	0.00	4,207.54	38.25	6,792.46	0.00	0.00
01 2610 410 001 1116 2 000	Pathways Water/Garbage	1,500.00	0.00	393.21	26.21	1,106.79	0.00	0.00
01 2610 410 004 0000 3 000	MS Water/Garbage	3,500.00	0.00	1,405.41	40.15	2,094.59	0.00	0.00
01 2610 430 000 0000 0 000	Repairs Albion	0.00	0.00	5,770.00	0.00	(5,770.00)	0.00	0.00
01 2610 430 002 0000 1 000	Elem Contracted Repair Services	15,000.00	2,562.31	7,532.09	50.21	7,467.91	0.00	0.00

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2610 430 001 0000 2 000	HS Contracted Repair Services	15,000.00	2,562.30	10,939.13	72.93	4,060.87	0.00	0.00
01 2610 430 001 1116 2 000	Pathways Contracted Repair Services	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 2610 430 004 0000 3 000	MS Contracted Repair Services	15,000.00	0.00	1,835.49	12.24	13,164.51	0.00	0.00
01 2610 431 000 0000 0 000	District Service Agreements	0.00	0.00	60.00	0.00	(60.00)	0.00	0.00
01 2610 431 002 0000 1 000	Elem Service Agreements	11,000.00	561.60	6,264.89	56.95	4,735.11	0.00	0.00
01 2610 431 001 0000 2 000	HS Service Agreements	11,000.00	561.60	6,429.88	58.45	4,570.12	0.00	0.00
01 2610 431 001 1116 2 000	Pathways Service Agreements	1,500.00	36.00	252.00	16.80	1,248.00	0.00	0.00
01 2610 431 004 0000 3 000	MS Service Agreements	5,000.00	268.54	1,660.62	33.21	3,339.38	0.00	0.00
01 2610 442 002 0000 1 000	Elem Custodial Equipment Rental	7,500.00	0.00	0.00	0.00	7,500.00	0.00	0.00
01 2610 442 001 0000 2 000	HS Custodial Equipment Rental	7,500.00	0.00	525.00	7.00	6,975.00	0.00	0.00
01 2610 442 004 0000 3 000	MS Custodial Equipment Rental	2,000.00	0.00	2,000.00	100.00	0.00	0.00	0.00
01 2610 450 002 0000 1 000	Elem Construction Services Pd Contractor	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
01 2610 450 001 0000 2 000	HS Construction Services Pd Contractor	7,500.00	0.00	0.00	0.00	7,500.00	0.00	0.00
01 2610 450 001 1116 2 000	Pathways Construction Serv Pd Contractor	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 2610 450 004 0000 3 000	MS Construction Services Pd Contractor	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 2610 610 000 0000 0 000	District Building Supplies	10,000.00	0.00	1,762.21	17.62	8,237.79	0.00	0.00
01 2610 610 002 0000 1 000	Elem Building Supplies	25,000.00	1,676.56	15,858.88	63.44	9,141.12	0.00	0.00
01 2610 610 001 0000 2 000	HS Building Supplies	25,000.00	1,888.53	16,283.06	65.13	8,716.94	0.00	0.00
01 2610 610 001 1116 2 000	Pathways Building Supplies	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
01 2610 610 004 0000 3 000	MS Building Supplies	9,000.00	111.94	1,705.38	18.95	7,294.62	0.00	0.00
01 2610 621 000 0000 0 000	District Natural Gas	1,000.00	163.76	765.26	76.53	234.74	0.00	0.00
01 2610 621 002 0000 1 000	Elem Natural Gas	20,000.00	1,663.47	9,007.62	45.04	10,992.38	0.00	0.00
01 2610 621 001 0000 2 000	HS Natural Gas	23,000.00	2,138.60	12,112.52	52.66	10,887.48	0.00	0.00
01 2610 621 001 1116 2 000	Pathways Natural Gas	4,000.00	309.85	1,695.44	42.39	2,304.56	0.00	0.00
01 2610 621 004 0000 3 000	MS Natural Gas	20,000.00	1,794.38	9,068.64	45.34	10,931.36	0.00	0.00
01 2610 622 000 0000 0 000	District Electricity	1,200.00	68.00	481.51	40.13	718.49	0.00	0.00
01 2610 622 002 0000 1 000	Elem Electricity	42,000.00	2,666.07	19,049.05	45.35	22,950.95	0.00	0.00
01 2610 622 001 0000 2 000	HS Electricity	75,000.00	5,594.21	47,189.54	62.92	27,810.46	0.00	0.00
01 2610 622 001 1116 2 000	Pathways Electricity	2,000.00	373.98	1,423.54	71.18	576.46	0.00	0.00
01 2610 622 004 0000 3 000	MS Electricity	16,000.00	1,548.00	8,631.36	53.95	7,368.64	0.00	0.00
01 2610 626 002 0000 1 000	Elem Custodial Vehicle Gasoline	2,000.00	81.38	645.28	32.26	1,354.72	0.00	0.00
01 2610 626 001 0000 2 000	HS Custodial Vehicle Gasoline	2,000.00	81.37	645.29	32.26	1,354.71	0.00	0.00
01 2610 626 004 0000 3 000	MS Custodial Vehicle Gasoline	1,000.00	72.50	313.03	31.30	686.97	0.00	0.00
01 2610 731 000 0000 0 000	District Custodial Machinery	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
2610	Operation of Buildings	1,082,700.00	69,292.51	507,967.68	46.92	574,732.32	0.00	0.00
2660	Security							
01 2660 340 000 0000 0 000	District Security Services	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 2660 340 002 0000 1 000	Elem Security Services/Repairs	0.00	0.00	93.00	0.00	(93.00)	0.00	0.00
01 2660 340 001 0000 2 000	HS Security Services/Repairs	0.00	0.00	690.50	0.00	(690.50)	0.00	0.00
01 2660 610 000 0000 0 000	District Security Supplies	3,000.00	0.00	206.50	6.88	2,793.50	0.00	0.00
01 2660 610 000 0000 0 100	District Security Equipment	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
01 2660 643 000 0000 0 000	Security Web-based Software	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00
2660	Security	16,000.00	0.00	990.00	6.19	15,010.00	0.00	0.00
2670	Safety							
01 2670 221 000 0000 0 000	Safety Coordinator Social Security	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2670 231 000 0000 0 000	Safety Coordinator Retirement	250.00	0.00	0.00	0.00	250.00	0.00	0.00
01 2670 330 000 0000 0 000	Safety Training & Development	1,000.00	0.00	1,770.00	177.00	(770.00)	0.00	0.00
01 2670 340 000 0000 0 000	District Safety Services/Repairs	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2670 431 002 0000 1 000	Elem Safety Service Agreements	2,500.00	0.00	1,105.93	44.24	1,394.07	0.00	0.00

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2670 431 001 0000 2 000	HS Safety Service Agreements	2,500.00	0.00	1,105.92	44.24	1,394.08	0.00	0.00
01 2670 431 004 0000 3 000	MS Safety Service Agreements	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
01 2670 580 000 0000 0 000	Safety Travel Expense	500.00	0.00	94.25	18.85	405.75	0.00	0.00
01 2670 610 000 0000 0 000	Safety Supplies	2,000.00	0.00	543.92	27.20	1,456.08	0.00	0.00
2670 Safety		12,000.00	0.00	4,620.02	38.50	7,379.98	0.00	0.00
<b>2710</b>	<b>Regular Pupil Transportation</b>							
01 2710 110 000 0000 0 000	Daily Bus Route Driver Salaries	52,000.00	4,290.72	28,929.89	55.63	23,070.11	0.00	0.00
01 2710 110 000 0000 0 600	Bus Route & Activities Scheduling	10,000.00	630.00	4,515.00	45.15	5,485.00	0.00	0.00
01 2710 110 002 0000 1 000	Elem Activity Driver Salaries	5,000.00	243.00	580.50	11.61	4,419.50	0.00	0.00
01 2710 110 001 0000 2 000	HS Activity Driver Salaries	15,000.00	1,278.00	10,187.70	67.92	4,812.30	0.00	0.00
01 2710 110 004 0000 3 000	MS Activity Driver Salaries	5,000.00	769.50	3,501.53	70.03	1,498.47	0.00	0.00
01 2710 110 004 0000 3 500	MS Route Driver Salaries	30,000.00	2,856.60	18,892.31	62.97	11,107.69	0.00	0.00
01 2710 120 000 0000 0 000	Bus Driver Substitute Salaries	8,000.00	524.03	3,702.15	46.28	4,297.85	0.00	0.00
01 2710 120 004 0000 3 500	MS Route Driver Sub Salaries	4,000.00	238.05	2,065.77	51.64	1,934.23	0.00	0.00
01 2710 130 001 0000 2 000	HS Activity Transportation Overtime	8,000.00	2,342.25	9,433.86	117.92	(1,433.86)	0.00	0.00
01 2710 151 000 0000 0 000	Transportation Coordinator	2,000.00	96.66	676.62	33.83	1,323.38	0.00	0.00
01 2710 210 000 0000 0 000	Bus Driver Insurance	5,000.00	407.32	2,692.96	53.86	2,307.04	0.00	0.00
01 2710 210 000 0000 0 600	Bus Route Scheduling Insurance	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2710 210 001 0000 2 000	HS Group Insurance - Bus Driver	0.00	377.35	1,710.27	0.00	(1,710.27)	0.00	0.00
01 2710 210 004 0000 3 000	MS Group Insurance - Bus Driver	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
01 2710 210 004 0000 3 500	MS Group Insurance - Bus Driver	0.00	242.96	1,416.85	0.00	(1,416.85)	0.00	0.00
01 2710 220 000 0000 0 000	Bus Driver Social Security	4,000.00	361.07	2,448.74	61.22	1,551.26	0.00	0.00
01 2710 220 000 0000 0 600	Bus Scheduling Social Security	1,000.00	48.20	345.42	34.54	654.58	0.00	0.00
01 2710 220 002 0000 1 000	Elem Bus Drivers Social Security	500.00	18.58	44.40	8.88	455.60	0.00	0.00
01 2710 220 001 0000 2 000	HS Social Security -Bus Drivers	1,500.00	269.26	1,468.10	97.87	31.90	0.00	0.00
01 2710 220 004 0000 3 000	MS Bus Drivers Social Security	1,000.00	58.87	267.85	26.79	732.15	0.00	0.00
01 2710 220 004 0000 3 500	MS Bus Route Social Security	3,000.00	231.84	1,574.51	52.48	1,425.49	0.00	0.00
01 2710 221 000 0000 0 000	Transportation - Social Security	250.00	7.39	51.73	20.69	198.27	0.00	0.00
01 2710 230 000 0000 0 000	Bus Driver Retirement	4,500.00	316.57	2,356.15	52.36	2,143.85	0.00	0.00
01 2710 230 000 0000 0 600	Bus Schedule Retirement	1,000.00	46.31	365.04	36.50	634.96	0.00	0.00
01 2710 230 002 0000 1 000	Elem Bus Activity Retirement	500.00	17.86	45.40	9.08	454.60	0.00	0.00
01 2710 230 001 0000 2 000	HS Bus Activity Retirement	1,500.00	261.45	1,513.22	100.88	(13.22)	0.00	0.00
01 2710 230 004 0000 3 000	MS Bus Activity Retirement	1,000.00	56.55	268.66	26.87	731.34	0.00	0.00
01 2710 230 004 0000 3 500	MS Bus Route Retirement	3,000.00	209.96	1,520.23	50.67	1,479.77	0.00	0.00
01 2710 231 000 0000 0 000	Transportation - Retirement	250.00	7.10	54.60	21.84	195.40	0.00	0.00
01 2710 237 000 0000 0 000	Bus Route Increased Retirement	0.00	111.30	561.38	0.00	(561.38)	0.00	0.00
01 2710 237 000 0000 0 600	Bus Scheduling Increased Retirement	0.00	15.93	80.96	0.00	(80.96)	0.00	0.00
01 2710 237 002 0000 1 000	Elem Activity Increased Retirement	0.00	6.15	11.95	0.00	(11.95)	0.00	0.00
01 2710 237 001 0000 2 000	HS Activity Increased Retirement	0.00	89.91	405.39	0.00	(405.39)	0.00	0.00
01 2710 237 004 0000 3 000	MS Activity Increased Retirement	0.00	19.45	77.19	0.00	(77.19)	0.00	0.00
01 2710 237 004 0000 3 500	MS Route Increased Retirement	0.00	72.21	349.62	0.00	(349.62)	0.00	0.00
01 2710 332 000 0000 0 000	Mileage Paid to Parents	8,000.00	0.00	1,455.96	18.20	6,544.04	0.00	0.00
01 2710 333 000 0000 0 000	OTHER TRANS AND MILEAGE	0.00	31.05	79.77	0.00	(79.77)	0.00	0.00
01 2710 340 000 0000 0 000	Professional Services for Drivers	3,000.00	271.00	1,041.00	34.70	1,959.00	0.00	0.00
01 2710 626 000 0000 0 000	GAS AND OIL	0.00	0.00	20.00	0.00	(20.00)	0.00	0.00
01 2710 732 000 0000 0 000	Bus Acquisition Transfer to Depreciation	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
2710 Regular Pupil Transportation		282,000.00	16,824.45	104,712.68	37.13	177,287.32	0.00	0.00

2712 Vehicle Operation - School Age SpEd

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
01 2712 122 002 0000 1 000	SA SpEd Driver Sub - Elem	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2712 122 001 0000 2 000	SA SpEd Driver-HS	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 2712 212 002 0000 1 000	Group Insurance	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 2712 212 001 0000 2 000	Group Insurance	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 2712 222 002 0000 1 000	Social Security	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 2712 222 001 0000 2 000	Social Security	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 2712 232 002 0000 1 000	Retirement	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 2712 232 001 0000 2 000	Retirement	400.00	0.00	0.00	0.00	400.00	0.00	0.00
01 2712 332 002 0000 1 000	Elem Parent Mileage	0.00	254.15	254.15	0.00	(254.15)	0.00	0.00
01 2712 332 001 0000 2 000	Mileage to HS Parents	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 2712 332 004 0000 3 000	MS Parent Mileage	5,000.00	517.90	2,177.28	43.55	2,822.72	0.00	0.00
2712	Vehicle Operation - School Age SpEd	8,800.00	772.05	2,431.43	27.63	6,368.57	0.00	0.00
2713	Vehicle Operation - Below Age 5 SpEd							
01 2713 112 002 0000 1 000	Preschool Transportation	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2713	Vehicle Operation - Below Age 5 SpEd	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
2730	Vehicle Servicing & Maintenance - Reg Ed							
01 2730 110 000 0000 0 000	Bus Maintenance Trip Salaries	6,000.00	225.00	1,312.75	21.88	4,687.25	0.00	0.00
01 2730 220 000 0000 0 000	Bus MaintenanceTrips Social Security	500.00	17.21	100.43	20.09	399.57	0.00	0.00
01 2730 230 000 0000 0 000	Bus Maintenance Trips Retirement	500.00	16.54	90.56	18.11	409.44	0.00	0.00
01 2730 237 000 0000 0 000	Bus MaintenanceTrips Increased Retirement	0.00	5.69	25.82	0.00	(25.82)	0.00	0.00
01 2730 430 000	Repairs	60,000.00	0.00	2,509.93	4.18	57,490.07	0.00	0.00
01 2730 430 000 0007 0 000	Bus 7 Repairs	0.00	844.29	3,192.75	0.00	(3,192.75)	0.00	0.00
01 2730 430 000 0008 0 000	Bus 8 Repairs	0.00	0.00	6,343.27	0.00	(6,343.27)	0.00	0.00
01 2730 430 000 0009 0 000	Bus 9 Repairs	0.00	0.00	2,655.78	0.00	(2,655.78)	0.00	0.00
01 2730 430 000 0010 0 000	Vehicle #1 Repairs	0.00	65.00	756.23	0.00	(756.23)	0.00	0.00
01 2730 430 000 0013 0 000	Bus 13 Repairs	0.00	0.00	7,130.67	0.00	(7,130.67)	0.00	0.00
01 2730 430 000 0015 0 000	Bus 15 Repairs	0.00	1,765.06	7,966.92	0.00	(7,966.92)	0.00	0.00
01 2730 430 000 0020 0 000	Vehicle #2 Repairs	0.00	132.95	268.30	0.00	(268.30)	0.00	0.00
01 2730 430 000 0030 0 000	Vehicle #3 Repairs	0.00	117.49	596.08	0.00	(596.08)	0.00	0.00
01 2730 430 000 0040 0 000	Vehicle #4 Repairs	0.00	0.00	573.35	0.00	(573.35)	0.00	0.00
01 2730 430 000 0050 0 000	Vehicle #5 Repairs	0.00	60.00	343.41	0.00	(343.41)	0.00	0.00
01 2730 430 000 0060 0 000	Vehicle #6 Repairs	0.00	60.00	385.50	0.00	(385.50)	0.00	0.00
01 2730 430 000 0070 0 000	Vehicle #7 Repairs	0.00	0.00	93.90	0.00	(93.90)	0.00	0.00
01 2730 430 000 0080 0 000	Vehicle #8 Repairs	0.00	60.00	268.37	0.00	(268.37)	0.00	0.00
01 2730 430 000 0090 0 000	Vehicle #9 Repairs	0.00	40.00	196.50	0.00	(196.50)	0.00	0.00
01 2730 430 000 0100 0 000	Vehicle #10 Repairs	0.00	0.00	161.64	0.00	(161.64)	0.00	0.00
01 2730 430 000 0110 0 000	Vehicle #11Repairs	0.00	0.00	558.86	0.00	(558.86)	0.00	0.00
01 2730 430 000 0120 0 000	Vehicle #12 Repairs	0.00	40.00	146.50	0.00	(146.50)	0.00	0.00
01 2730 430 000 0130 0 000	Vehicle #13 Repairs	0.00	75.00	345.00	0.00	(345.00)	0.00	0.00
01 2730 430 000 0191 0 000	Bus 19A Repairs	0.00	509.75	578.75	0.00	(578.75)	0.00	0.00
01 2730 430 000 0192 0 000	Bus 19B Repairs	0.00	0.00	582.37	0.00	(582.37)	0.00	0.00
01 2730 520 000 0000 0 000	Vehicle Insurance	13,000.00	866.37	6,034.82	46.42	6,965.18	0.00	0.00
01 2730 610 000 0000 0 000	Vehicle Supplies	2,000.00	235.01	1,817.01	90.85	182.99	0.00	0.00
01 2730 626 000 0000 0 000	Gasoline & diesel fuel	65,000.00	7,311.55	37,974.26	58.42	27,025.74	0.00	0.00
01 2730 810 000 0000 0 000	Vehicle Fees	1,000.00	0.00	186.00	18.60	814.00	0.00	0.00
2730	Vehicle Servicing & Maintenance - Reg Ed	148,000.00	12,446.91	83,195.73	56.21	64,804.27	0.00	0.00
3300	Community Service - CKC							
01 3300 122 002 0000 1 000	Salaries - Substitute Aide CKC	0.00	0.00	60.00	0.00	(60.00)	0.00	0.00
01 3300 212 002 0000 1 000	Group Insurance - CKC	0.00	0.00	0.44	0.00	(0.44)	0.00	0.00
01 3300 222 002 0000 1 000	Social Security - CKC	0.00	0.00	4.59	0.00	(4.59)	0.00	0.00
01 3300 232 002 0000 1 000	Retirement CKC	0.00	0.00	5.93	0.00	(5.93)	0.00	0.00
3300	Community Service - CKC	0.00	0.00	70.96	0.00	(70.96)	0.00	0.00



**BOARD EXPENDITURE REPORT BY FUNCTION**

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Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
<b>3400</b>	<b>Categorical Grant</b>							
01 3400 610 002 0000 1 000	Elem Foundation Grant Supplies	5,000.00	0.00	1,464.49	29.29	3,535.51	0.00	0.00
01 3400 610 001 0000 2 000	HS Foundation Grant Supplies	5,000.00	0.00	1,585.56	31.71	3,414.44	0.00	0.00
01 3400 610 004 0000 3 000	MS Foundation Grant Supplies	2,000.00	0.00	983.23	49.16	1,016.77	0.00	0.00
<b>3400</b>	<b>Categorical Grant</b>	<b>12,000.00</b>	<b>0.00</b>	<b>4,033.28</b>	<b>33.61</b>	<b>7,966.72</b>	<b>0.00</b>	<b>0.00</b>
<b>3535</b>	<b>High Ability Learners</b>							
01 3535 111 004 0000 3 000	MS High Ability Learners Salaries	15,000.00	1,171.67	8,201.69	54.68	6,798.31	0.00	0.00
01 3535 211 004 0000 3 000	MS High Ability Learners Insurance	5,000.00	369.33	2,585.31	51.71	2,414.69	0.00	0.00
01 3535 221 004 0000 3 000	MS High Ability Learners Social Security	1,500.00	88.62	620.34	41.36	879.66	0.00	0.00
01 3535 231 004 0000 3 000	MS High Ability Learners Retirement	2,500.00	86.12	662.08	26.48	1,837.92	0.00	0.00
01 3535 237 004 0000 3 000	MS High Ability LearnersrIncreased Retire	0.00	29.62	148.10	0.00	(148.10)	0.00	0.00
01 3535 281 004 0000 3 000	MS High Ability Learners HSA	1,500.00	66.93	468.51	31.23	1,031.49	0.00	0.00
01 3535 330 004 0000 3 000	MS High Ability Learners Training/Dev	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 3535 580 004 0000 3 000	MS High Ability Learners Travel Expense	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 3535 610 000 0000 0 000	District HAL Supplies	0.00	0.00	260.22	0.00	(260.22)	0.00	0.00
01 3535 610 002 0000 1 000	Elem HAL Supplies	0.00	97.01	97.01	0.00	(97.01)	0.00	0.00
01 3535 610 004 0000 3 000	MS HAL Supplies	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 3535 810 000 0000 0 000	District HAL Dues & Fees	0.00	0.00	250.00	0.00	(250.00)	0.00	0.00
01 3535 810 002 0000 1 000	Elem HAL Dues & Fees	0.00	0.00	147.00	0.00	(147.00)	0.00	0.00
01 3535 810 001 0000 2 000	HS HAL Dues & Fees	0.00	0.00	252.00	0.00	(252.00)	0.00	0.00
01 3535 810 004 0000 3 000	MS HAL Dues & Fees	1,500.00	0.00	497.00	33.13	1,003.00	0.00	0.00
<b>3535</b>	<b>High Ability Learners</b>	<b>29,000.00</b>	<b>1,909.30</b>	<b>14,189.26</b>	<b>48.93</b>	<b>14,810.74</b>	<b>0.00</b>	<b>0.00</b>
<b>3551</b>	<b>Career Ed Grant</b>							
01 3551 330 001 0000 2 000	Career Ed Grant Training & Development	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
01 3551 580 001 0000 2 000	Career Ed Grant Travel	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 3551 610 001 0000 2 000	Career Ed Grant - Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
<b>3551</b>	<b>Career Ed Grant</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,500.00</b>	<b>0.00</b>	<b>0.00</b>
<b>3570</b>	<b>Educator Effectiveness Grant</b>							
01 3570 111 000 0000 0 000	Educator Effectiveness Salariries	0.00	0.00	681.79	0.00	(681.79)	0.00	0.00
01 3570 221 000 0000 0 000	Ed Effectiveness Soc Sec	0.00	0.00	52.16	0.00	(52.16)	0.00	0.00
01 3570 231 000 0000 0 000	Ed Effectiveness Retirement	0.00	0.00	67.35	0.00	(67.35)	0.00	0.00
01 3570 330 000 0000 0 000	Ed Effectiveness tEmployee Training & Dev	0.00	0.00	4,699.00	0.00	(4,699.00)	0.00	0.00
01 3570 610 000 0000 0 000	Ed Effectiveness Supplies	0.00	0.00	496.97	0.00	(496.97)	0.00	0.00
<b>3570</b>	<b>Educator Effectiveness Grant</b>	<b>0.00</b>	<b>0.00</b>	<b>5,997.27</b>	<b>0.00</b>	<b>(5,997.27)</b>	<b>0.00</b>	<b>0.00</b>
<b>4900</b>	<b>Other Facility Expenditures</b>							
01 4900 490 000 0000 0 000	Property Service	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
01 4900 830 000 0000 0 000	Debt Related Expenditures (ESU Behavior)	6,300.00	0.00	0.00	0.00	6,300.00	0.00	0.00
<b>4900</b>	<b>Other Facility Expenditures</b>	<b>7,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,300.00</b>	<b>0.00</b>	<b>0.00</b>
<b>6200</b>	<b>Title I</b>							
01 6200 111 002 0000 1 000	Elem Title I Teaching Salary	71,168.00	3,660.52	25,623.64	36.00	45,544.36	0.00	0.00
01 6200 211 002 0000 1 000	Elem Title I Health Insurance	0.00	1,329.71	9,307.97	0.00	(9,307.97)	0.00	0.00
01 6200 221 002 0000 1 000	Elem Title I Social Security	0.00	276.96	1,938.72	0.00	(1,938.72)	0.00	0.00
01 6200 231 002 0000 1 000	Elem Title I Retirement	0.00	269.05	2,068.44	0.00	(2,068.44)	0.00	0.00
01 6200 237 002 0000 1 000	Elem Title I Increased Retirement	0.00	92.53	462.68	0.00	(462.68)	0.00	0.00

**BOARD EXPENDITURE REPORT BY FUNCTION**

March 2020

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding
6200	Title I	71,168.00	5,628.77	39,401.45	55.36	31,766.55	0.00	0.00
6310	Title IIA							
01 6310 330 000 0000 0 000	Title IIA Training & Development	26,174.00	10,883.00	12,416.00	47.44	13,758.00	0.00	0.00
01 6310 340 000 0000 0 000	Title IIA Contracted Services	24,971.00	0.00	0.00	0.00	24,971.00	0.00	0.00
01 6310 610 000 0000 0 000	Title IIA Supplies	1,000.00	0.00	916.03	91.60	83.97	0.00	0.00
6310	Title IIA	52,145.00	10,883.00	13,332.03	25.57	38,812.97	0.00	0.00
6330	REAP							
01 6330 650 000 0000 0 000	REAP-Technology Supplies	24,000.00	0.00	0.00	0.00	24,000.00	0.00	0.00
6330	REAP	24,000.00	0.00	0.00	0.00	24,000.00	0.00	0.00
6404	IDEA 0-4							
01 6404 320 002 0000 1 000	IDEA Base 0-4 Contracted Services	0.00	2,036.50	8,409.33	0.00	(8,409.33)	0.00	0.00
01 6404 591 002 0000 1 000	IDEA 0-4 ESU Purchased Services	0.00	1,464.83	10,179.67	0.00	(10,179.67)	0.00	0.00
6404	IDEA 0-4	0.00	3,501.33	18,589.00	0.00	(18,589.00)	0.00	0.00
6406	IDEA 3-4							
01 6406 320 000 0000 0 000	Professional Educational Services	100.00	0.00	0.00	0.00	100.00	0.00	0.00
01 6406 330 002 0000 1 000	IDEA Training & Development	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 6406 340 000 0000 0 000	Preschool PhysicalTherapy 3-4	3,991.00	0.00	0.00	0.00	3,991.00	0.00	0.00
6406	IDEA 3-4	4,591.00	0.00	0.00	0.00	4,591.00	0.00	0.00
6408	IDEA E/P & Base							
01 6408 320 002 0000 1 000	Elem IDEA Contracted Services	18,009.00	187.00	774.05	4.30	17,234.95	0.00	0.00
01 6408 320 001 0000 2 000	HS IDEA Contracted Services	103,827.00	0.00	0.00	0.00	103,827.00	0.00	0.00
6408	IDEA E/P & Base	121,836.00	187.00	774.05	0.64	121,061.95	0.00	0.00
6412	IDEA SpEd Nonpublic Proportionate Share							
01 6412 320 002 0000 1 000	Elem IDEA Propot Share Contracted Serv	0.00	200.50	1,514.30	0.00	(1,514.30)	0.00	0.00
01 6412 340 002 0000 1 000	Contracted Services	14,707.00	0.00	0.00	0.00	14,707.00	0.00	0.00
01 6412 591 002 0000 1 000	Elem IDEA Propor Share ESU Services	0.00	0.00	98.31	0.00	(98.31)	0.00	0.00
6412	IDEA SpEd Nonpublic Proportionate Share	14,707.00	200.50	1,612.61	10.96	13,094.39	0.00	0.00
6700	Perkins Grant							
01 6700 123 002 0000 1 000	Perkins Sub Teachers	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 6700 223 001 0000 2 000	Social Security	200.00	0.00	0.00	0.00	200.00	0.00	0.00
01 6700 580 001 0000 2 000	Perkins Travel Expense	500.00	0.00	0.00	0.00	500.00	0.00	0.00
01 6700 610 001 0000 2 000	Supplies	500.00	0.00	0.00	0.00	500.00	0.00	0.00
6700	Perkins Grant	1,700.00	0.00	0.00	0.00	1,700.00	0.00	0.00
8000	Outgoing Transfers							
01 8000 912 000 0000 0 000	Outgoing Transfer to Lunch Fund	25,000.00	26,176.02	26,176.02	104.70	(1,176.02)	0.00	0.00
01 8000 913 000 0000 0 000	Outgoing Transfer to Activities Fund	53,450.00	0.00	0.00	0.00	53,450.00	0.00	0.00
8000	Outgoing Transfers	78,450.00	26,176.02	26,176.02	33.37	52,273.98	0.00	0.00
Grand Total:		10,475,942.00	773,649.11	5,080,252.39	48.49	5,395,689.61	0.00	0.00

ELECTRICITY

		KWH USED		KWH USED		KWH USED		KWH USED		KWH USED		KWH USED	
		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
<b>September</b>	Albion	\$8,600.65	94040	\$9,141.83	102760	\$6,797.40	79200	\$9,869.30	113280	\$14,856.67	193717	\$13,947.30	186464
	Petersburg	\$1,221.12	16960	\$1,415.68	17920	\$1,038.16	15520	\$928.00	11600	\$1,587.20	19840	\$1,556.32	21920
	Pathways	\$96.63	985	\$88.22	870	\$84.30	816	\$72.52	655	\$112.37	1221	\$114.61	1193
	Other			\$288.99	28206	\$1,408.22	19081	\$191.32	1215	\$105.57	184	\$67.45	119
<b>October</b>	Albion	\$7,300.07	74280	\$7656.22	79560	\$6,649.99	68800	\$11,426.12	111800	\$10,979.43	73052	\$11,078.65	108448
	Petersburg	\$984.96	13680	\$1,181.84	14960	\$914.00	13600	\$1,107.20	13840	\$998.40	12480	\$1,028.08	14480
	Pathways	\$73.01	671	\$63.15	526	\$69.58	614	\$66.75	575	\$68.65	609	\$83.55	759
	Other			\$327.99	3303	\$310.35	2641	\$3,161.33	37867	\$83.10	112	\$44.12	0
<b>November</b>	Albion	\$5,464.30	75320	\$6296.47	79600	\$5860.31	72840	\$7,597.89	97240	\$8,518.32	127840	\$7,831.26	116632
	Petersburg	\$1,140.48	15840	\$1,170.00	15600	\$1,047.84	14160	\$1,047.84	14160	\$1,241.76	15920	\$1,362.00	18160
	Pathways	\$68.66	749	\$68.81	682	\$71.90	730	\$66.88	651	\$80.57	851	\$91.28	951
	Other			\$318.42	3575	\$523.19	6078	\$1,253.82	15949	\$521.58	5495	\$81.96	437
<b>December</b>	Albion	\$4,272.47	57640	\$4345.58	55600	\$4923.83	64720	\$7,151.59	82080	\$8,140.29	122640	\$7,548.48	99200
	Petersburg	\$933.12	12960	\$870.00	11600	\$852.48	11520	\$905.76	12240	\$1,048.32	13440	\$1,104.00	14720
	Pathways	\$59.13	594	\$57.42	504	\$65.14	624	\$63.60	601	\$79.88	840	\$242.43	3177
	Other			\$102.18	296	\$161.03	564	\$58.91	97	\$36.07	25	\$84.92	411
<b>January</b>	Albion	\$4,800.45	63600	\$4608.55	58720	\$436.31	72080	\$7,960.65	110840	\$9,223.49	130080	\$8,340.59	139680
	Petersburg	\$1,032.00	13760	\$876.16	11840	\$870.24	11760	\$899.84	12160	\$992.16	12720	\$1,482.00	19760
	Pathways	\$73.29	784	\$68.62	679	\$69.87	698	\$69.49	692	\$83.70	899	\$390.25	5148
	Other			\$84.95	557	\$101.23	535	\$64.28	163	\$36.15	26	\$98.69	578
<b>February</b>	Albion	\$5,353.88	74960	\$5,159.28	69840	\$5860.95	81320	\$9,598.25	160160	\$8,401.65	132120	\$8,260.28	135400
	Petersburg	\$1,260.00	16800	\$1,101.12	14880	\$1,065.60	14400	\$1,385.28	17760	\$1,146.00	15280	\$1,548.00	20640
	Pathways	\$64.78	645	\$75.28	782	\$73.15	749	\$81.74	869	\$97.75	1050	\$373.98	4931
	Other			\$68.90	373	\$95.22	466	\$68.42	211	\$35.82	6	\$68.00	206
<b>March</b>	Albion	\$4,583.08	58480	\$4568.54	57960	\$5111.31	68400	\$7,615.46	106160	\$8,284.30	121641	\$7,689.49	98960
	Petersburg	\$1,026.00	13680	\$882.08	11920	\$846.56	11440	\$929.76	11920	\$1,026.00	13680	\$1,080.00	14400
	Pathways	\$66.26	670	\$57.81	511	\$61.09	561	\$62.04	568	\$93.14	980	\$248.50	3258
	Other			\$61.23	285	\$85.00	349	\$61.40	126	\$35.82	22	\$64.95	169
<b>April</b>	Albion	\$4,350.50	54320	\$4,810.92	62680	\$5,290.99	70600	\$7,269.83	110800	\$7,592.47	102840		
	Petersburg	\$894.00	11920	\$947.20	12800	\$947.20	12800	\$1,048.32	13440	\$1,020.00	13600		
	Pathways	\$58.49	544	\$63.02	591	\$60.90	559	\$68.22	662	\$74.52	695		
	Other			\$53.92	201	\$84.09	338	\$40.91	120	\$35.90	23		
<b>May</b>	Albion	\$4,771.97	62200	\$5508.57	63040	\$4978.73	66920	\$6,707.98	85000	\$7,227.15	97640		
	Petersburg	\$1,008.00	13440	\$876.16	11840	\$888.00	12000	\$1,010.88	12960	\$1,008.00	13440		
	Pathways	\$57.84	533	\$54.92	465	\$53.37	441	\$56.75	487	\$72.96	671		
	Other			\$56.88	235	\$81.77	312	\$56.21	63	\$36.15	26		
<b>June</b>	Albion	\$5,127.07	54880	\$5185.79	60520	\$5240.85	53440	\$9,520.98	139440	\$7627.01	103760		
	Petersburg	\$594.00	7920	\$657.12	8880	\$497.28	6720	\$1,023.36	13120	\$432.00	5760		
	Pathways	\$53.27	440	\$47.58	352	\$47.00	343	\$54.20	448	\$67.37	586		
	Other			\$100.27	736	\$130.55	882	\$54.80	46	\$36.23	27		
<b>July</b>	Albion	\$6,661.68	74680	\$5803.93	65960	\$2993.71	29640	\$10,368.19	130200	\$10099.19	141920		
	Petersburg	\$619.36	7840	\$572.56	8320	\$531.20	6640	\$544.00	6800	\$499.84	7040		
	Pathways	\$60.86	494	\$53.45	392	\$78.19	732	\$44.46	272	\$134.55	1499		
	Other			\$153.95	1013	\$211.60	1420	\$66.31	21	\$36.82	25		
<b>August</b>	Albion	\$7,770.95	87520	\$6408.13	81560	\$3731.83	42960	\$10,645.58	147160	\$9232.03	122280		
	Petersburg	\$739.44	9360	\$613.98	8960	\$608.00	7600	\$748.80	9360	\$550.96	7760		
	Pathways	\$91.05	909	\$91.6	917	\$91.60	917	\$99.39	1039	\$127.44	1389		
	Other			\$199.49	1464	\$230.01	1616	\$78.22	242	\$6.37	21		
<b>TOTAL</b>		\$81,332.82	994,098	\$85,065.27	1,033,371	\$77,231.12	951,146	\$123,272.83	1,607,159	\$123,861.12	1,637,772		

**GENERAL FUND**

3/1/20 Balance		\$1,136,970.95
3/2/2020	4509 State of Nebraska - TitleII 18/19	\$181.00
3/2/2020	4509 State of Nebraska - TitleII 18/19	\$16,341.00
3/2/2020	4969 State of Nebraska - TitleIV (TitleII) 18/19	\$10,000.00
3/19/2020	1125 Antelope County - Motor Vehicle	\$37.51
3/19/2020	3134 Antelope County - Personal Property Tax Credit Public	\$6.11
3/19/2020	3130 Antelope County - Homestead	\$47.77
3/19/2020	9000 Antelope County - Bond Fund	\$6.37
3/19/2020	9000 Antelope County - transfer to Bond Fund	-\$6.37
3/19/2020	9000 Antelope County - Building Fund	\$2.35
3/19/2020	9000 Antelope County - Transfer to Building Fund	-\$2.35
3/19/2020	1125 Boone County - Motor Vehicle	\$33,285.93
3/19/2020	1100 Boone County - Taxes	\$113,593.35
3/19/2020	1140 Boone County-Penalty/Interest	\$16.33
3/19/2020	3130 Boone County - Homestead	\$8,442.34
3/19/2020	3132 Boone County Personal Property Tax Credit	\$2,200.64
3/19/2020	3133 Boone County - Nameplate	\$1,010.20
3/19/2020	2110 Boone County - Fines	\$2,665.49
3/19/2020	1925 Albion Education Foundation - Grant Reimbursement	\$30,115.71
3/19/2020	5690 Lost key cards	\$8.00
3/30/2020	3125 State of Nebraska - Transportation SpEd 18-19 Final	\$6,189.00
3/23/2020	3120 State of Nebraska -SpEd SA Reimb 18-19	\$58,716.00
3/31/2020	3110 State of Nebraska - State Aid	\$40,177.00
3/30/2020	5690 Misc - FTC v Telestar Consulting - Settlement	\$8,415.98
3/31/2020	3120 State of Nebraska - Extra SpEd SA 17-18	\$4,776.00
	1510 Interest	\$1,901.46
	<b>Total Receipts</b>	<b>\$338,116.82</b>
	<b>Balance and Receipts</b>	<b>\$1,475,087.77</b>

**Disbursements:**

March payroll and bills	\$747,648.10
Transfer Health Insurance Reimburement to Hot Lunch	\$26,176.02
Void ck # 61659 - event was cancelled	-\$232.00
Cardmember payment 2	\$56.99

3/31/20 Balance	\$773,649.11
	\$701,438.66

**Premier Money Market Account**

3/1/2020 Beginning Balance	\$499,079.36
Interest	901.35
Transfer to General Fund	
3/31/2020 Ending Balance	\$499,980.71
<b>Total General Fund</b>	<b>\$1,201,419.37</b>
March Payroll	\$612,394.43
March Bills	\$135,253.67
<b>Total</b>	<b>\$747,648.10</b>

**DEPRECIATION FUND**

3/1/2020 Balance		\$1,440,313.55
Receipts:		
Checking interest	\$2,594.73	
Total Receipts		\$2,594.73
Check # Disbursements:		
354 Full Spectrum Laser - laser tube replacement	\$1,800.00	
355 Truck Center Co - 2019/20 Mini School Bus	\$57,710.00	
Total Disbursements		\$59,510.00
3/31/2020 Balance		\$1,383,398.28

Depreciation Budget 19-20	\$1,465,316.00
YTD Expenses	\$122,396.35
Balance	\$1,342,919.65

**BUILDING FUND**

3/1/20 Balance		\$344,100.50
Receipts:		
1100 Boone Co. -Real & Personal Property Tax	\$4,944.34	
3130 Boone Co -Homestead	\$367.70	
1140 Boone Co. -Penalty/Interest	\$0.45	
3131 Boone Co. - Property Tax Credit	\$95.85	
3133 Boone. Co. - Nameplate	\$28.22	
3134 Antelope Co. - Personal Property Tax Credit-Public	\$0.27	
3130 Antelope Co. - Homestead	\$2.08	
1510 Checking interest - Cornerstone	\$625.45	
Total Receipts		\$6,064.36

Disbursements:

3/31/20 Balance		\$0.00
		\$350,164.86

Building Fund Budget 19-20	\$4,687,439.00
YTD Expenses	\$164,536.72
Balance	\$4,522,902.28

**BOND FUND**

3/1/20 Beginning Balance		\$432,414.22
1100 Boone Co. Treasurer -Real & Personal Property Tax	\$13,451.31	
1140 Boone Co. Treasurer -Penalty/Interest	\$1.97	
3130 Boone Co -Homestead	\$999.68	
3132 Boone Co. Treasruer -Personal Property Tax Credit	\$260.59	
3133 Boone Co. Treasurer - Nameplate	\$122.06	
3134 Antelope Co. - Personal Property Tax Credit-Public	\$0.72	
3130 Antelope Co. - Homestead	\$5.65	
1510 Interest	\$799.67	
Total Receipts		\$15,641.65

Disbursements:

Total Disbursements		\$0.00
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3/31/20 Balance		\$448,055.87
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Bond Fund Budget 19-20	\$1,638,208.00
YTD Expenses	\$721,988.13
Balance	\$916,219.87

NATURAL GAS

		2014-2015		2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
September	Albion	\$1,130.44	1268	\$677.34	677	759.63	676	854.52	859	\$537.72	528	\$946.36	1069
	Petersbur	\$234.58	183	\$206.81	138	\$245.03	144	\$247.13	113	\$352.66	275	\$242.19	139
	Pathways	\$56.60	27	\$37.74	10	\$44.11	12	\$61.22	24	\$79.95	46	\$56.91	24
	Houses					\$45.28	7	60.24	0	\$59.22	0	\$39.43	1
October	Albion	\$2,050.30	2418	\$1,519.67	1920	\$1,541.40	1637	1588.87	1765	2094.58	2527	\$2,553.32	3323
	Petersbur	\$657.32	735	\$513.83	573	\$512.87	497	\$866.63	878	\$965.81	1122	\$1,100.22	1348
	Pathways	\$118.19	96	\$108.30	95	\$108.93	85	\$210.28	201	\$169.97	170	\$246.59	283
	Houses					\$62.75	23	\$72.86	11	\$60.29	1	\$78.48	47
November	Albion	\$3,893.43	4728	\$3,017.77	3959	2582.11	3049	3237.31	3788	5042.01	6361	\$3,697.15	4899
	Petersbur	\$2,229.91	2783	\$1,498.56	1968	\$1,305.61	1548	\$1,740.26	1953	\$2,237.51	2775	\$1,503.39	1904
	Pathways	\$318.70	337	\$253.03	298	\$256.44	280	\$326.92	344	\$359.82	416	\$299.46	355
	Houses					\$174.65	77	\$113.46	49	\$56.36	1	\$116.39	89
December	Albion	\$5,662.71	7005	\$4,909.37	6615	8781.03	11105	\$5,687.32	6776	5533.24	6833	\$4,452.17	5995
	Petersbur	\$2,927.17	3697	\$2,381.62	3219	\$3,051.25	3815	\$2,764.40	3204	\$2,581.00	3141	\$1,962.22	2606
	Pathways	\$432.66	475	\$308.64	376	\$518.61	619	\$518.90	578	\$398.36	454	\$336.37	418
	Houses					\$291.04	255	\$173.98	123	\$39.48	0	\$130.04	108
January	Albion	\$4,493.27	5495	\$4,518.45	6187	6055.87	7381	6275.86	7550	5846.94	7349	\$5,192.02	7027
	Petersbur	\$2,281.91	2851	\$2,326.50	3136	\$2,355.09	2839	\$2,794.61	3264	\$2,680.34	3333	\$2,246.81	2963
	Pathways	\$301.23	316	\$334.04	411	\$435.35	499	\$509.85	571	\$422.86	495	\$414.35	517
	Houses			\$210.69	206	\$237.47	192	\$173.06	123	\$39.30	0	\$158.06	164
February	Albion	\$4,486.24	5476	\$2,843.25	3722	4278.96	5176	\$5,670.93	6863	6444.42	8445	\$3,802.07	5127
	Petersbur	\$2,453.79	3073	\$1,644.07	2136	\$1,929.13	2320	\$2,729.66	3209	\$2,935.49	3887	\$1,794.38	2354
	Pathways	\$381.76	413	\$264.67	309	\$358.30	406	\$482.64	542	\$447.78	562	\$309.85	376
	Houses			\$137.26	113	\$190.91	132	\$168.65	118	\$20.08	0	\$163.76	163
March	Albion	\$2,285.50	2668	\$2,537.61	3297	3015.03	3599	4136.68	4960	\$3,235.45	4070	\$2,797.90	3726
	Petersbur	\$1,204.93	1436	\$1,337.01	1701	\$1,381.24	1636	\$1,931.63	2216	\$1,616.68	2008	\$1,333.46	1709
	Pathways	\$178.55	167	\$235.44	268	\$287.47	320	\$366.52	398	\$263.71	297	\$242.34	282
	Houses			\$114.23	83	\$154.67	91	\$129.22	69	\$38.38	0	\$90.73	81
April	Albion	\$1,722.39	1952	\$1,449.44	1728	2292.53	2611	\$2,245.70	2627	\$1,819.90	2190		
	Petersbur	\$750.24	840	\$721.46	829	\$879.74	957	\$1,265.08	1396	\$882.97	1015		
	Pathways	\$102.56	75	\$140.60	135	\$182.90	179	\$232.42	233	\$159.15	156		
	Houses			\$62.93	27	\$102.42	40	\$99.37	35	\$38.38	0		
May	Albion	\$939.84	1090	\$897.23	908	1200.9	1083	475.11	441	1231.88	1530		
	Petersbur	\$352.58	353	\$299.51	238	\$334.88	219	\$303.50	202	\$516.22	525		
	Pathways	\$84.45	63	\$65.76	34	\$83.21	44	\$73.92	38	\$89.33	62		
	Houses			\$65.76	13	\$67.18	6	\$60.54	0	\$46.74	8		
June	Greenhouse									\$225.14	253		
	Albion	\$354.57	485	\$405.55	208	363.66	96	\$91.96	91	395.31	43		
	Petersbur	\$91.20	74	\$176.23	65	\$189.66	53	\$68.15	\$65.00	\$194.86	75		
	Pathways	\$37.74	10	\$40.28	9	\$45.22	10	\$21.96	9	\$31.91	0		
July	Houses			\$43.82	6	\$59.36	0	\$25.17	0	\$38.38	0		
	Greenhouse									\$75.45	42		
	Albion	\$556.66	505	\$369.02	106	265.44	7	221.91	97	371.4	328		
	Petersbur	\$168.69	84	\$193.06	79	\$189.66	53	\$186.19	58	\$190.10	71		
August	Pathways	\$39.83	12	\$39.49	8	\$45.22	10	\$43.50	10	\$31.91	0		
	Houses					59.36	0	59.01	0	\$38.38	0		
	Greenhouse									\$33.97	2		
	Albion	\$625.62	602	\$592.36	424	414.28	318	266.01	155	427.56	405		
September	Petersbur	\$193.40	119	\$216.76	107	\$204.33	66	\$221.95	95	\$219.43	108		
	Pathways	\$35.64	8	\$41.90	10	\$45.11	11	\$42.65	9	\$31.91	0		
	Houses			\$43.08	5	61.12	0	59.22	0	\$38.38	0		
	Greenhouse									49.49	17		
TOTAL	\$43,834.60	51919	\$37,757.06	46351	\$47,985.29	54183	\$49,897.71	56110	\$51,649.69	61909			
								\$15,119.19	\$16,653.00				
								\$30,752.18	\$35,972.00				

Batch Description: 3/20 Petty Cash REC  
Checking Account: 11

Petty Cash

Processing Month: 03/2020

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	03/31/2020	32,073.63

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
7521	NENSSA	10/31/2019	43.00
7554	Scott Wright	01/10/2020	75.00
7597	Cheri Blocher	03/04/2020	75.00
7600	NE SECRETARY OF STATE	03/16/2020	30.00
7606	MADISON NATIONAL LIFE INSURANCE CO INC.	03/24/2020	2,096.73
7607	Whitney Paulson	03/26/2020	49.83
	Total:		<u>2,369.56</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>
32,073.63	(2,369.56)	29,704.07	29,704.07

Cleared Automatic Payment Total:  
Cleared Checks Total: 205,618.77  
Cleared Direct Deposit Total:  
Cleared Void Total:  
Cleared Deposit Total: 106,922.00  
Cleared Manual Journal Entries Total: (1,828.35)  
Cleared Sales Journal Total:

Invoice Listing - Summary  
March 2020 Petty Cash

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>Invoice Amount</u>
Batch Description: 3/2020 Petty Cash		Processing Month: 03/2020						
ALBIONPOST	ALBION POST OFFICE	3/18/20	SpED postage	03/18/2020	03/18/2020	11	7604	82.50
BLOCHE	Blocher, Cheri	3/7/2020	Speech Judge Norfolk	03/04/2020	03/04/2020	11	7597	75.00
BLUECROSSB	BLUE CROSS BLUE SHIELD OF NEBRASKA	4/20	4/20 Health Insurance	03/23/2020	03/23/2020	11	7605	100,508.11
DEVIAND	DEVINE, ANDY	3/7/2020	Speech Judge Norolk	03/04/2020	03/04/2020	11	7596	75.00
DOLLARGENE	DOLLAR GENERAL MSC-410526	1/24/20	1/24/20 Supplies	03/18/2020	03/18/2020	11	7602	63.60
MADISONNAT	MADISON NATIONAL LIFE INSURANCE CO INC.	4/20 Premium	Long Term Disability	03/24/2020	03/24/2020	11	7606	2,096.73
NESECSTATE	NE SECRETARY OF STATE	2020 Mrsny	Notary	03/16/2020	03/16/2020	11	7600	30.00
NORFOLKHIG	NORFOLK HIGH SCHOOL	3/7/20	Speech Entry Fee	03/05/2020	03/05/2020	11	7599	222.00
PAULWHI	Paulson, Whitney	3/5-7/20	Whitney Paulson - NSBA	03/26/2020	03/26/2020	11	7607	49.83
PITNEYBOW2	PITNEY BOWES INC	1015203968	postage machine	03/18/2020	03/18/2020	11	7603	117.00
QUADIENT	Quadient, Inc.	15920543	Postage Ink	03/18/2020	03/18/2020	11	7601	197.58
STAHALE	Stahlecker, Alexandra	3/7/2020	Speech Judge Norfolk	03/04/2020	03/04/2020	11	7595	75.00
							Batch Total:	<u>103,592.35</u>
							Report Total:	<u>103,592.35</u>



Cash Receipt Listing by Cash Receipt Date  
March 2020 Petty Cash

<u>Receipt Number</u>	<u>Received From</u>	<u>Receipt Date</u>	<u>Cash Receipt Description</u>	<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Amount</u>
Batch Description: PETTY CASH RECURRING						
				Processing Month: 03/2020		
	BCS BOONE CENTRAL SCHOOL	03/19/2020	LTD	11 1100 211 000 0000 0 000	LTD	2,058.76
	BCS BOONE CENTRAL SCHOOL	03/19/2020	REIMBURSE PETTY CASH	11 9000	REIMBURSE PETTY CASH	2,502.13
	BCS BOONE CENTRAL SCHOOL	03/19/2020	HEALTH INSURANCE	11 9000 211 000 0000 0 000	HEALTH INSURANCE	100,523.57
	BCS BOONE CENTRAL SCHOOL	03/19/2020	PAYFLEX	11 9000 461 000 0000 0 000	PAYFLEX	1,698.32
					Cash Receipt Date: 03/19/2020	106,782.78
	CORNERSTON CORNERSTONE BANK - ALBION	03/29/2020	CHECKING INTEREST	11 1510	CHECKING INTEREST	139.22
					Cash Receipt Date: 03/29/2020	139.22

Summary Totals

<u>Account Type</u>		<u>Cash Accounts</u>		<u>Receivable Accounts</u>
Subtotal Revenue	2,641.35	11 101		106,922.00
Subtotal Expense	104,280.65		Total:	106,922.00
Subtotal General Ledger				
Total:	106,922.00			

Manual Journal Entries Listing - Summary  
March 2020 Petty Cash

<u>Chart of Account Number</u>	<u>Entry Date</u>	<u>Reference Number</u>	<u>Transaction Description</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Batch Description: PETTY CASH JOURNAL		Processing Month: 03/2020			
11 101	03/03/2020		Payflex Claims	0.00	1,114.76
11 9000 461 000 0000 0 000	03/03/2020		Payflex Claims	1,114.76	0.00
11 101	03/10/2020		Payflex Claims	0.00	415.00
11 9000 461 000 0000 0 000	03/10/2020		Payflex Claims	415.00	0.00
11 101	03/17/2020		Payflex Claims	0.00	298.59
11 9000 461 000 0000 0 000	03/17/2020		Payflex Claims	298.59	0.00
Total:				<u>1,828.35</u>	<u>1,828.35</u>

Fund Totals:

<u>Fund</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
11 PETTY CASH	1,828.35	1,828.35
Grand Totals:	<u>1,828.35</u>	<u>1,828.35</u>

**Fund: 01 GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied	0.00	113,593.35	3,499,795.58	0.00	(3,499,795.58)
01 1115	Carlfire	0.00	0.00	240.08	0.00	(240.08)
01 1120	PUB POWER DIST SALES TAX	0.00	0.00	0.00	0.00	0.00
01 1125	Motor Vehicle Fees	0.00	33,323.44	338,918.64	0.00	(338,918.64)
01 1140	Penalties & Interest on Taxes	0.00	16.33	4,675.12	0.00	(4,675.12)
01 1311	TUIT INDIV GEN ED	0.00	0.00	0.00	0.00	0.00
01 1312	SUMMER SCHOOL TUITION & FEES	0.00	0.00	0.00	0.00	0.00
01 1321	PATHWAYS TUITION	0.00	0.00	0.00	0.00	0.00
01 1323	TUIT FROM OTHER DIST	0.00	0.00	0.00	0.00	0.00
01 1335	Preschool SpEd Tuitoin	0.00	0.00	0.00	0.00	0.00
01 1423	TRANS FROM OTHER DIST-SP ED	0.00	0.00	0.00	0.00	0.00
01 1510	INT EARNED LOC REV RECPT	0.00	2,802.81	17,336.56	0.00	(17,336.56)
01 1790	OTHER LOC RECPTS	0.00	0.00	0.00	0.00	0.00
01 1800	Community Service - CKC	0.00	0.00	0.00	0.00	0.00
01 1910	Rental of Property & Facilities	0.00	0.00	0.00	0.00	0.00
01 1911	LOC LICENSE FEES	0.00	0.00	5,190.00	0.00	(5,190.00)
01 1920	CONTRIBUTIONS & DONATIONS	0.00	0.00	3,826.19	0.00	(3,826.19)
01 1921	POLICE COURT FINES	0.00	0.00	25.00	0.00	(25.00)
01 1925	Categorical Grants	0.00	30,115.71	30,115.71	0.00	(30,115.71)
01 1951	Misc. Revenue from Other Schools	0.00	0.00	0.00	0.00	0.00
01 1960	Misc Revenue from other local govt. unit	0.00	0.00	0.00	0.00	0.00
01 1990	Misc. Local Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	0.00	179,851.64	3,900,122.88	0.00	(3,900,122.88)
01 2110	CO FINES AND LICENSE	0.00	2,655.49	8,748.34	0.00	(8,748.34)
01 2130	OTHER COUNTY SOURCES	0.00	0.00	0.00	0.00	0.00
01 2210	ED SERVICE UNIT RECEIPTS	0.00	0.00	265.84	0.00	(265.84)
	Subtotal: 2000	0.00	2,655.49	9,014.18	0.00	(9,014.18)
01 3110	STATE AID	0.00	40,177.00	281,239.00	0.00	(281,239.00)
01 3120	SPED	0.00	63,492.00	239,643.00	0.00	(239,643.00)
01 3125	SpEd Transportation School Age State	0.00	6,189.00	6,189.00	0.00	(6,189.00)
01 3130	Homestead Exemption	0.00	8,490.11	8,490.11	0.00	(8,490.11)
01 3131	RELIEF TO PROPERTY TAXPAYERS	0.00	0.00	434,361.58	0.00	(434,361.58)
01 3132	Personal Property Tax Credit - Locally A	0.00	2,200.64	2,200.64	0.00	(2,200.64)
01 3133	NAMEPLATE CAPACITY (WIND ENERGY)	0.00	1,010.20	117,111.71	0.00	(117,111.71)
01 3134	Personal Property Tax Cr-Public Service	0.00	6.11	6.11	0.00	(6.11)
01 3155	TEXTBOOK RULE 4	0.00	0.00	0.00	0.00	0.00
01 3180	PRO-RATE MOTOR VEHICLE	0.00	0.00	3,200.27	0.00	(3,200.27)
01 3400	STATE APPORTIONMENT	0.00	0.00	86,348.04	0.00	(86,348.04)
01 3535	HIGH ABILITY LEARNERS	0.00	0.00	4,813.00	0.00	(4,813.00)
01 3575	After School Innovation Grant	0.00	0.00	16,699.81	0.00	(16,699.81)
01 3700	State Grants Through Intermediate Source	0.00	0.00	0.00	0.00	0.00
	Subtotal: 3000	0.00	121,565.06	1,200,302.27	0.00	(1,200,302.27)
01 4105	Universal Service Fund (E-RATE)	0.00	0.00	17,415.00	0.00	(17,415.00)
01 4310	REAP	0.00	0.00	28,025.00	0.00	(28,025.00)
01 4505	Title I	0.00	0.00	16,886.31	0.00	(16,886.31)
01 4506	Title I Accountability	0.00	0.00	0.00	0.00	0.00
01 4509	Title IIA Grant	0.00	16,522.00	16,522.00	0.00	(16,522.00)
01 4512	Idea Base Allocation SPED Preschool	0.00	0.00	57,730.00	0.00	(57,730.00)
01 4516	IDEA Preschool Base	0.00	0.00	3,936.00	0.00	(3,936.00)
01 4519	E/P IDEA Grant	0.00	0.00	80,712.00	0.00	(80,712.00)
01 4521	IDEA Proportionate Share	0.00	0.00	13,747.00	0.00	(13,747.00)
01 4525	FED Vocational EDUC (Perkins)	0.00	0.00	0.00	0.00	0.00
01 4526	Migrant Ed	0.00	0.00	0.00	0.00	0.00

**Fund: 01 GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 4530	Federal Grants	0.00	0.00	0.00	0.00	0.00
01 4708	Medicaid Reimb	0.00	0.00	3,628.72	0.00	(3,628.72)
01 4709	Medicaid Administrative Activities (MAC)	0.00	0.00	5,933.48	0.00	(5,933.48)
01 4900	Grant/Loans	0.00	0.00	0.00	0.00	0.00
01 4969	Title IV Part A	0.00	10,000.00	10,000.00	0.00	(10,000.00)
Subtotal: 4000		0.00	26,522.00	254,535.51	0.00	(254,535.51)
01 5200	Trans From Other Funds	0.00	0.00	0.00	0.00	0.00
01 5300	Sale of Property	0.00	0.00	93.00	0.00	(93.00)
01 5301	INS Adjust	0.00	0.00	748.99	0.00	(748.99)
01 5690	Other Non-Revenue Receipts	0.00	8,423.98	11,756.61	0.00	(11,756.61)
Subtotal: 5000		0.00	8,423.98	12,598.60	0.00	(12,598.60)
01 9000	Non Program Recpts	0.00	0.00	0.00	0.00	0.00
Subtotal: Non-Program Receipts		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	339,018.17	5,376,573.44	0.00	(5,376,573.44)

**Fund: 02 DEPRECIATION FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	Interest on Local Rev Receipts	0.00	2,594.73	17,296.67	0.00	(17,296.67)
02 1925	Categorical Grants	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	0.00	2,594.73	17,296.67	0.00	(17,296.67)
02 5200	Transfers from General Fund	0.00	0.00	0.00	0.00	0.00
02 5690	Other Non-Revenue Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: 5000	0.00	0.00	0.00	0.00	0.00
	Fund Total:	0.00	2,594.73	17,296.67	0.00	(17,296.67)

**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1510 0104	INTEREST PAID TO ACCT	0.00	323.17	3,018.42	0.00	(3,018.42)
05 1510 0152	Interest on Investments	0.00	0.00	35.93	0.00	(35.93)
05 1710 0113	Admissions	0.00	0.00	0.00	0.00	0.00
05 1710 0120	Admissions	0.00	0.00	415.00	0.00	(415.00)
05 1710 0156	Admissions	0.00	0.00	1,473.66	0.00	(1,473.66)
05 1710 0200	Admissions	0.00	0.00	0.00	0.00	0.00
05 1710 2190	ADMISSIONS/ATHLETIC	0.00	0.00	0.00	0.00	0.00
05 1710 2191	ADMISSIONS/HS FOOTBALL	0.00	0.00	7,568.00	0.00	(7,568.00)
05 1710 2192	ADMISSIONS/HS VOLLEYBALL	0.00	0.00	3,547.00	0.00	(3,547.00)
05 1710 2194	ADMISSIONS/HS SOFTBALL	0.00	0.00	1,815.00	0.00	(1,815.00)
05 1710 2195	ADMISSION HS SPEECH	0.00	0.00	0.00	0.00	0.00
05 1710 2196	ADMISSION HS WRESTLING	0.00	0.00	3,385.00	0.00	(3,385.00)
05 1710 2197	ADMISSION HS GIRLS BASKETBALL	0.00	0.00	4,338.50	0.00	(4,338.50)
05 1710 2198	ADMISSION HS TRACK	0.00	0.00	0.00	0.00	0.00
05 1710 2201	ADMISSION HS BOYS BASKETBALL	0.00	0.00	4,338.50	0.00	(4,338.50)
05 1710 4191	ADMISSIONS/MS FOOTBALL	0.00	0.00	1,302.00	0.00	(1,302.00)
05 1710 4192	ADMISSIONS/MS VOLLEYBALL	0.00	0.00	1,017.00	0.00	(1,017.00)
05 1710 4196	ADMISSION/MS WRESTLING	0.00	0.00	2,392.00	0.00	(2,392.00)
05 1710 4197	ADMISSION/MS GIRLS BASKETBALL	0.00	0.00	754.00	0.00	(754.00)
05 1710 4198	Admissions	0.00	0.00	0.00	0.00	0.00
05 1710 4201	ADMISSION/MS BOYS BASKETBALL	0.00	0.00	1,968.00	0.00	(1,968.00)
05 1710 5000	Admissions	0.00	7,111.00	16,983.35	0.00	(16,983.35)
05 1710 5001	Admissions	0.00	0.00	0.00	0.00	0.00
05 1730 0098	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0105	ACTIVITY TICKETS SOLD	0.00	105.00	671.00	0.00	(671.00)
05 1730 0114	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0119	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0121	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0125	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0127	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0130	Student Organization Member Dues & Fees	0.00	0.00	825.00	0.00	(825.00)
05 1730 0132	Student Organization Member Dues & Fees	0.00	0.00	3,230.50	0.00	(3,230.50)
05 1730 0133	Student Organization Member Dues & Fees	0.00	225.00	1,856.17	0.00	(1,856.17)
05 1730 0135	Student Organization Member Dues & Fees	0.00	315.00	980.00	0.00	(980.00)
05 1730 0136	Student Organization Member Dues & Fees	0.00	0.00	36.85	0.00	(36.85)
05 1730 0143	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0144	Student Organization Member Dues & Fees	0.00	0.00	750.00	0.00	(750.00)
05 1730 0145	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0147	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0149	Student Organization Member Dues & Fees	0.00	0.00	200.00	0.00	(200.00)
05 1730 0154	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0155	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0157	Student Organization Member Dues & Fees	0.00	0.00	579.00	0.00	(579.00)
05 1730 0159	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0160	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0161	Student Organization Member Dues & Fees	0.00	0.00	285.00	0.00	(285.00)
05 1730 0163	Student Organization Member Dues & Fees	0.00	50.00	50.00	0.00	(50.00)
05 1730 0164	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0170	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0171	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0172	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0178	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0179	Student Organization Member Dues & Fees	0.00	0.00	2,913.00	0.00	(2,913.00)
05 1730 0182	Student Organization Member Dues & Fees	0.00	1,720.00	1,720.00	0.00	(1,720.00)
05 1730 0185	Student Organization Member Dues & Fees	0.00	0.00	1,021.00	0.00	(1,021.00)

**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1730 0188	Student Organization Member Dues & Fees	0.00	47.00	1,938.10	0.00	(1,938.10)
05 1730 0192	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0195	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 0228	Student Organization Member Dues & Fees	0.00	15.00	375.00	0.00	(375.00)
05 1730 2192	Student Organization Member Dues & Fees	0.00	0.00	70.00	0.00	(70.00)
05 1730 2193	Student Organization Member Dues & Fees	0.00	0.00	215.00	0.00	(215.00)
05 1730 2194	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 2198	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 2199	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 2200	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 4192	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 4198	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
05 1730 5002	Student Organization Member Dues & Fees	0.00	0.00	236.11	0.00	(236.11)
05 1740 0102	STUDENT FEES	0.00	0.00	0.00	0.00	0.00
05 1740 0105	STUDENT FEES	0.00	0.00	0.00	0.00	0.00
05 1740 0121	STUDENT FEES	0.00	0.00	0.00	0.00	0.00
05 1740 0144	STUDENT FEES	0.00	0.00	0.00	0.00	0.00
05 1740 2192	FEES	0.00	0.00	0.00	0.00	0.00
05 1740 2193	FEES	0.00	0.00	0.00	0.00	0.00
05 1741 0120	Entry Fees	0.00	0.00	708.00	0.00	(708.00)
05 1741 0144	Entry Fees	0.00	0.00	1,680.00	0.00	(1,680.00)
05 1741 0154	Entry Fees	0.00	0.00	1,761.00	0.00	(1,761.00)
05 1741 2192	Entry Fees	0.00	0.00	450.00	0.00	(450.00)
05 1741 2193	Entry Fees	0.00	0.00	2,160.00	0.00	(2,160.00)
05 1741 2194	Entry Fees	0.00	0.00	75.00	0.00	(75.00)
05 1741 2196	Entry Fees	0.00	0.00	2,015.00	0.00	(2,015.00)
05 1741 2197	Entry Fees	0.00	0.00	30.00	0.00	(30.00)
05 1741 2199	Entry Fees	0.00	0.00	1,015.00	0.00	(1,015.00)
05 1741 2201	Entry Fees	0.00	0.00	30.00	0.00	(30.00)
05 1741 4196	Entry Fees	0.00	0.00	1,270.00	0.00	(1,270.00)
05 1741 4201	Entry Fees	0.00	0.00	90.00	0.00	(90.00)
05 1750 0096	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0097	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0098	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0101	FUNDS RAISED	0.00	779.13	2,560.39	0.00	(2,560.39)
05 1750 0103	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0107	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0111	FUNDS RAISED	0.00	2,282.61	38,476.36	0.00	(38,476.36)
05 1750 0116	FUNDS RAISED	0.00	0.00	6,247.82	0.00	(6,247.82)
05 1750 0119	FUNDS RAISED	0.00	20.00	1,175.00	0.00	(1,175.00)
05 1750 0123	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0125	FUNDS RAISED	0.00	794.13	2,003.13	0.00	(2,003.13)
05 1750 0127	FUNDS RAISED	0.00	0.00	69.41	0.00	(69.41)
05 1750 0130	FUNDS RAISED	0.00	192.25	3,263.03	0.00	(3,263.03)
05 1750 0132	FUNDS RAISED	0.00	0.00	37,337.50	0.00	(37,337.50)
05 1750 0133	FUNDS RAISED	0.00	0.00	2,477.78	0.00	(2,477.78)
05 1750 0135	FUNDS RAISED	0.00	0.00	2,395.48	0.00	(2,395.48)
05 1750 0136	FUNDS RAISED	0.00	0.00	269.00	0.00	(269.00)
05 1750 0139	FUNDS RAISED	0.00	0.00	4,002.14	0.00	(4,002.14)
05 1750 0143	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0144	FUNDS RAISED	0.00	0.00	17,844.03	0.00	(17,844.03)
05 1750 0147	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0148	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0149	FUNDS RAISED	0.00	0.00	592.78	0.00	(592.78)
05 1750 0150	FUNDS RAISED	0.00	709.38	709.38	0.00	(709.38)

**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1750 0154	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0156	FUNDS RAISED	0.00	318.95	991.90	0.00	(991.90)
05 1750 0158	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0159	FUNDS RAISED	0.00	605.00	17,990.55	0.00	(17,990.55)
05 1750 0160	FUNDS RAISED	0.00	0.00	828.26	0.00	(828.26)
05 1750 0164	FUNDS RAISED	0.00	0.00	3,327.45	0.00	(3,327.45)
05 1750 0172	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0178	FUNDS RAISED	0.00	180.00	6,478.43	0.00	(6,478.43)
05 1750 0188	FUNDS RAISED	0.00	0.00	4,455.00	0.00	(4,455.00)
05 1750 0196	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0198	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1750 0200	FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
05 1790 0097	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 0101	RECEIPT/BC CLUB	0.00	0.00	0.00	0.00	0.00
05 1790 0102	RECEIPT/ACADEMIC HONORS	0.00	10.00	16.00	0.00	(16.00)
05 1790 0103	RECEIPT WRESTLING COACHES ACCOUNT	0.00	0.00	0.00	0.00	0.00
05 1790 0105	RECEIPTS	0.00	(70.00)	35.00	0.00	(35.00)
05 1790 0106	Receipt Class 2014	0.00	0.00	0.00	0.00	0.00
05 1790 0107	Receipt Adult ED Reimbursement	0.00	0.00	376.00	0.00	(376.00)
05 1790 0108	Receipt AG Shop	0.00	0.00	0.00	0.00	0.00
05 1790 0109	Receipt Paper Recycle	0.00	0.00	0.00	0.00	0.00
05 1790 0110	Receipt Singing Across Nebraska	0.00	0.00	0.00	0.00	0.00
05 1790 0111	Receipt Concessions	0.00	81.00	81.00	0.00	(81.00)
05 1790 0112	Receipt Class of 2015	0.00	0.00	0.00	0.00	0.00
05 1790 0113	RECEIPT ATHLETICS	0.00	0.00	1,490.00	0.00	(1,490.00)
05 1790 0114	RECEIPT BAND	0.00	166.75	1,360.75	0.00	(1,360.75)
05 1790 0115	RECEIPT COSTA RICA TRIP	0.00	0.00	0.00	0.00	0.00
05 1790 0116	RECEIPT CLOSE UP FUND RAISER	0.00	0.00	0.00	0.00	0.00
05 1790 0117	RECEIPT CARDINAL	0.00	0.00	0.00	0.00	0.00
05 1790 0118	RECEIPT CLASS OF 2017	0.00	0.00	0.00	0.00	0.00
05 1790 0119	RECEIPT CHEERLEADERS	0.00	0.00	0.00	0.00	0.00
05 1790 0120	RECEIPT CHORAL CLINIC	0.00	0.00	0.00	0.00	0.00
05 1790 0121	RECEIPT STUDENT CHROMEBOOKS	0.00	60.00	495.00	0.00	(495.00)
05 1790 0122	RECEIPT ONP	0.00	0.00	0.00	0.00	0.00
05 1790 0123	RECEIPT LITTLE DRIBBLERS	0.00	0.00	0.00	0.00	0.00
05 1790 0124	RECEIPT CLASS OF 2006	0.00	0.00	0.00	0.00	0.00
05 1790 0125	RECEIPT CROSS COUNTRY	0.00	0.00	1,896.00	0.00	(1,896.00)
05 1790 0126	RECEIPT JEANS ON FRIDAY	0.00	0.00	550.00	0.00	(550.00)
05 1790 0127	RECEIPT COFFEE FUND	0.00	101.61	754.26	0.00	(754.26)
05 1790 0128	RECEIPT ENTREPRENUR.	0.00	0.00	0.00	0.00	0.00
05 1790 0129	RECEIPT CLASS OF 2011	0.00	0.00	0.00	0.00	0.00
05 1790 0130	RECEIPT FBLA	0.00	0.00	2,926.79	0.00	(2,926.79)
05 1790 0131	RECEIPT KEY FOB DEPOSIT	0.00	0.00	0.00	0.00	0.00
05 1790 0132	RECEIPT FFA	0.00	12,335.15	15,615.65	0.00	(15,615.65)
05 1790 0133	RECEIPT FCCLA	0.00	0.00	3,784.36	0.00	(3,784.36)
05 1790 0134	RECEIPT JEFF BUSSEY MEMORIAL	0.00	0.00	0.00	0.00	0.00
05 1790 0135	RECEIPT CLASS OF 2021	0.00	50.00	50.00	0.00	(50.00)
05 1790 0136	RECEIPT HONOR SOCIETY	0.00	0.00	0.00	0.00	0.00
05 1790 0137	RECEIPT CLASS OF 2018	0.00	0.00	0.00	0.00	0.00
05 1790 0138	RECEIPT CLASS OF 2007	0.00	0.00	0.00	0.00	0.00
05 1790 0139	RECEIPT PARENT TEACHER ORGANIZATION	0.00	248.77	248.77	0.00	(248.77)
05 1790 0140	RECEIPT ALBION CIRCLE OF FRIENDS	0.00	0.00	0.00	0.00	0.00
05 1790 0141	RECEIPT LIBRARY	0.00	0.00	0.00	0.00	0.00
05 1790 0142	RECEIPT LOCKERS	0.00	0.00	0.00	0.00	0.00
05 1790 0143	RECEIPT MISC	0.00	0.00	11,156.60	0.00	(11,156.60)



**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1790 0144	RECEIPT BOOSTER CLUB	0.00	0.00	127.00	0.00	(127.00)
05 1790 0145	RECEIPT CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
05 1790 0146	RECEIPT DISTRICT MUSIC	0.00	0.00	0.00	0.00	0.00
05 1790 0147	RECEIPT SOFTBALL	0.00	0.00	434.00	0.00	(434.00)
05 1790 0148	RECEIPT TEAMATES	0.00	0.00	0.00	0.00	0.00
05 1790 0149	RECEIPT SADD	0.00	0.00	1,375.55	0.00	(1,375.55)
05 1790 0150	RECEIPT VOLLEYBALL	0.00	0.00	0.00	0.00	0.00
05 1790 0151	RECEIPT SCIENCE CLUB	0.00	0.00	0.00	0.00	0.00
05 1790 0152	RECEIPT SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00
05 1790 0153	RECEIPT SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00
05 1790 0154	RECEIPT SPEECH	0.00	269.00	269.00	0.00	(269.00)
05 1790 0155	RECEIPT ONE ACT	0.00	0.00	284.00	0.00	(284.00)
05 1790 0156	RECEIPT STUDENT COUNCIL	0.00	0.00	0.00	0.00	0.00
05 1790 0157	RECEIPT SPANISH CLUB	0.00	0.00	0.00	0.00	0.00
05 1790 0158	RECEIPT CRUISIN CARDS	0.00	0.00	0.00	0.00	0.00
05 1790 0159	RECEIPTS/A-P HOOPS	0.00	0.00	260.00	0.00	(260.00)
05 1790 0160	RECEIPTS FOOTBALL	0.00	0.00	598.00	0.00	(598.00)
05 1790 0161	RECEIPT VOCAL MUSIC	0.00	0.00	437.00	0.00	(437.00)
05 1790 0162	RECEIPT CLASS 2013	0.00	0.00	0.00	0.00	0.00
05 1790 0163	RECEIPT WOOD SHOP	0.00	0.00	100.00	0.00	(100.00)
05 1790 0164	RECEIPT GIRL'S BASKETBALL	0.00	0.00	550.00	0.00	(550.00)
05 1790 0165	RECEIPT KOHTZ MEMORIAL	0.00	0.00	0.00	0.00	0.00
05 1790 0166	RECEIPT ELEMENTARY ART FUND RAISING	0.00	0.00	0.00	0.00	0.00
05 1790 0167	RECEIPT ELELM MEDIA ACCOUNT	0.00	0.00	0.00	0.00	0.00
05 1790 0168	RECEIPT PIRATE BOOKS	0.00	0.00	0.00	0.00	0.00
05 1790 0169	RECEIPT CLASS OF 2012	0.00	0.00	0.00	0.00	0.00
05 1790 0170	RECEIPT MISC T-SHIRT ACCOUNT	0.00	0.00	2,195.00	0.00	(2,195.00)
05 1790 0171	RECEIPT ART CLUB	0.00	0.00	0.00	0.00	0.00
05 1790 0172	RECEIPT CLASS OF 2020	0.00	0.00	0.00	0.00	0.00
05 1790 0173	RECEIPT CLASS OF 2008	0.00	0.00	0.00	0.00	0.00
05 1790 0174	RECEIPT TRACK RENTAL	0.00	0.00	0.00	0.00	0.00
05 1790 0175	RECEIPT CLASS OF 2016	0.00	0.00	0.00	0.00	0.00
05 1790 0176	RECEIPT CLASS OF 2010	0.00	0.00	0.00	0.00	0.00
05 1790 0177	RECEIPT CLASS OF 2009	0.00	0.00	0.00	0.00	0.00
05 1790 0178	RECEIPT POST PROM FUNDS	0.00	0.00	0.00	0.00	0.00
05 1790 0179	RECEIPT DISTRICT 5 FCCLA	0.00	0.00	0.00	0.00	0.00
05 1790 0180	RECEIPT PATHWAYS	0.00	0.00	0.00	0.00	0.00
05 1790 0181	RECEIPT POWERADE MACHINE ATHLETIC	0.00	0.00	0.00	0.00	0.00
05 1790 0182	RECEIPT MAKE A WISH	0.00	0.00	0.00	0.00	0.00
05 1790 0183	RECEIPT KIDS CARE	0.00	0.00	0.00	0.00	0.00
05 1790 0184	RECEIPT CLASS OF 2002	0.00	0.00	0.00	0.00	0.00
05 1790 0185	RECEIPT BAND RENTAL	0.00	0.00	0.00	0.00	0.00
05 1790 0186	RECEIPT ART SUMMER CLASS	0.00	0.00	0.00	0.00	0.00
05 1790 0187	RECEIPT OLSON SUM. CLASS	0.00	0.00	0.00	0.00	0.00
05 1790 0188	RECEIPT DANCE SQUAD	0.00	0.00	130.00	0.00	(130.00)
05 1790 0189	RECEIPT EAST COAST TRAVELERS	0.00	0.00	0.00	0.00	0.00
05 1790 0190	RECEIPT MONSANTO GRANT	0.00	0.00	0.00	0.00	0.00
05 1790 0191	RECEIPT CENTRA CARD	0.00	370.00	4,385.00	0.00	(4,385.00)
05 1790 0192	RECEIPT MS VOLLEYBALL	0.00	0.00	1,407.00	0.00	(1,407.00)
05 1790 0193	RECEIPT COUNSELOR RESOURCE	0.00	0.00	0.00	0.00	0.00
05 1790 0194	RECEIPT PERFORMING ARTS	0.00	0.00	0.00	0.00	0.00
05 1790 0195	RECEIPT CKC	0.00	6,187.40	26,750.35	0.00	(26,750.35)
05 1790 0196	RECEIPT TRACK	0.00	472.00	472.00	0.00	(472.00)
05 1790 0197	RECEIPT GREENHOUSE	0.00	0.00	201.00	0.00	(201.00)
05 1790 0198	RECEIPTS/TRADITIONS	0.00	0.00	0.00	0.00	0.00

**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1790 0199	RECEIPTS/SCORVISION	0.00	0.00	0.00	0.00	0.00
05 1790 0200	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 0227	RECEIPT MS CIRCLE OF FRIENDS	0.00	0.00	0.00	0.00	0.00
05 1790 0228	RECEIPT BAND UNIFORMS	0.00	0.00	0.00	0.00	0.00
05 1790 2191	RECEIPTS	0.00	0.00	3,484.49	0.00	(3,484.49)
05 1790 2192	RECEIPTS	0.00	0.00	2,076.47	0.00	(2,076.47)
05 1790 2193	RECEIPTS/HS CROSS COUNTRY	0.00	0.00	1,817.68	0.00	(1,817.68)
05 1790 2194	RECEIPTS/HS SOFTBALL	0.00	0.00	718.45	0.00	(718.45)
05 1790 2196	RECEIPTS	0.00	154.57	154.57	0.00	(154.57)
05 1790 2197	RECEIPTS	0.00	956.68	1,395.98	0.00	(1,395.98)
05 1790 2198	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 2199	RECEIPTS/HS GIRLS GOLF	0.00	0.00	450.45	0.00	(450.45)
05 1790 2200	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 2201	RECEIPTS	0.00	3,304.88	3,304.88	0.00	(3,304.88)
05 1790 4191	RECEIPTS/MS FOOTBALL	0.00	0.00	0.00	0.00	0.00
05 1790 4192	RECEIPTS/MS VOLLEYBALL	0.00	0.00	0.00	0.00	0.00
05 1790 4195	RECEIPTS/MS SPEECH	0.00	0.00	0.00	0.00	0.00
05 1790 4196	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 4197	RECEIPTS/MS GIRLS BBALL	0.00	0.00	0.00	0.00	0.00
05 1790 4198	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 4201	RECEIPTS	0.00	0.00	0.00	0.00	0.00
05 1790 5002	RECEIPT SPEECH	0.00	0.00	0.00	0.00	0.00
05 1920 0094	CONTRIBUTIONS & DONATIONS	0.00	540.00	980.00	0.00	(980.00)
05 1920 0095	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0096	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0098	CONTRIBUTIONS & DONATIONS	0.00	0.00	105.00	0.00	(105.00)
05 1920 0099	CONTRIBUTIONS & DONATIONS	0.00	0.00	630.00	0.00	(630.00)
05 1920 0102	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0103	CONTRIBUTIONS & DONATIONS	0.00	0.00	408.05	0.00	(408.05)
05 1920 0104	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0106	CONTRIBUTIONS & DONATIONS	0.00	5,000.00	5,000.00	0.00	(5,000.00)
05 1920 0113	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0117	CONTRIBUTIONS & DONATIONS	0.00	0.00	10,000.00	0.00	(10,000.00)
05 1920 0119	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0123	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0127	CONTRIBUTIONS & DONATIONS	0.00	0.00	38.30	0.00	(38.30)
05 1920 0130	CONTRIBUTIONS & DONATIONS	0.00	0.00	75.00	0.00	(75.00)
05 1920 0132	CONTRIBUTIONS & DONATIONS	0.00	0.00	110.51	0.00	(110.51)
05 1920 0133	CONTRIBUTIONS & DONATIONS	0.00	0.00	527.94	0.00	(527.94)
05 1920 0136	CONTRIBUTIONS & DONATIONS	0.00	0.00	750.00	0.00	(750.00)
05 1920 0143	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0144	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0148	CONTRIBUTIONS & DONATIONS	0.00	0.00	5,800.00	0.00	(5,800.00)
05 1920 0149	CONTRIBUTIONS & DONATIONS	0.00	0.00	580.00	0.00	(580.00)
05 1920 0150	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0154	CONTRIBUTIONS & DONATIONS	0.00	254.00	254.00	0.00	(254.00)
05 1920 0155	CONTRIBUTIONS & DONATIONS	0.00	0.00	313.00	0.00	(313.00)
05 1920 0158	CONTRIBUTIONS & DONATIONS	0.00	150.00	1,514.72	0.00	(1,514.72)
05 1920 0159	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0160	CONTRIBUTIONS & DONATIONS	0.00	0.00	1,250.00	0.00	(1,250.00)
05 1920 0178	CONTRIBUTIONS & DONATIONS	0.00	3,270.00	3,270.00	0.00	(3,270.00)
05 1920 0188	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0190	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0193	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0194	CONTRIBUTIONS & DONATIONS	0.00	0.00	19,059.65	0.00	(19,059.65)

**Fund: 05      ACTIVITIES FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1920 0195	Contributions & Donations	0.00	0.00	21,000.00	0.00	(21,000.00)
05 1920 0196	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0197	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 0199	CONTRIBUTIONS & DONATIONS	0.00	0.00	8,000.00	0.00	(8,000.00)
05 1920 0200	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 2196	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
05 1920 5001	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		0.00	49,704.43	410,962.13	0.00	(410,962.13)
05 9000 0106	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0118	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0129	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0137	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0162	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0169	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0173	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0175	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0176	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0177	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
05 9000 0198	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: Non-Program Receipts		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	49,704.43	410,962.13	0.00	(410,962.13)

**Fund: 06 SCHOOL LUNCH/MILK FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510	INTEREST PAID TO ACCOUNT	0.00	31.69	259.92	0.00	(259.92)
06 1611	Student Meals	0.00	9,376.50	126,729.20	0.00	(126,729.20)
06 1611 0002	Daily Sales - School Lunch Program	0.00	0.00	0.00	0.00	0.00
06 1612	Daily Sales - School Breakfast Program	0.00	0.00	0.00	0.00	0.00
06 1613	Daily Sales - Special Milk Program	0.00	0.00	0.00	0.00	0.00
06 1613 0002	Daily Sale -Special Milk/Preschool	0.00	951.35	6,466.50	0.00	(6,466.50)
06 1614	Daily Sales - After-School Programs	0.00	586.15	3,630.41	0.00	(3,630.41)
06 1620	Daily Sales - Non-reimbursable Programs	0.00	218.90	2,804.81	0.00	(2,804.81)
06 1620 0001	Daily Sales - Non-reimbursable Programs	0.00	0.00	847.77	0.00	(847.77)
06 1630	MISC FOOD SALES	0.00	337.78	3,772.29	0.00	(3,772.29)
06 1794	STUDENT A LA CARTE	0.00	0.00	0.00	0.00	0.00
06 1795	MISC SALES	0.00	0.00	0.00	0.00	0.00
06 1798	HEAD START	0.00	0.00	0.00	0.00	0.00
06 1990	REBATES	0.00	25.72	161.51	0.00	(161.51)
	Subtotal: 1000	0.00	11,528.09	144,672.41	0.00	(144,672.41)
06 3150	State Reimbursement	0.00	14,718.94	80,412.00	0.00	(80,412.00)
	Subtotal: 3000	0.00	14,718.94	80,412.00	0.00	(80,412.00)
06 4210	FEDERAL REIMBURSEMENT	0.00	0.00	16,061.22	0.00	(16,061.22)
06 4530	Other Federal Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: 4000	0.00	0.00	16,061.22	0.00	(16,061.22)
06 5200	TRANSFERS FROM OTHER FUNDS	0.00	26,176.02	26,176.02	0.00	(26,176.02)
	Subtotal: 5000	0.00	26,176.02	26,176.02	0.00	(26,176.02)
	Fund Total:	0.00	52,423.05	267,321.65	0.00	(267,321.65)

**Fund: 07      2015 Bond**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
07 1100	Local Property Taxes	0.00	13,451.31	419,472.73	0.00	(419,472.73)
07 1115	Carline Taxes	0.00	0.00	29.01	0.00	(29.01)
07 1120	Public Power District Sales Tax	0.00	0.00	0.00	0.00	0.00
07 1140	Penalties & Interest on Taxes	0.00	1.97	564.85	0.00	(564.85)
07 1510	Interest Receipts	0.00	799.67	6,722.90	0.00	(6,722.90)
07 1990	Miscellaneous Local Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		0.00	14,252.95	426,789.49	0.00	(426,789.49)
07 3130	Homestead Exemption	0.00	1,005.33	1,005.33	0.00	(1,005.33)
07 3131	Property Tax Credit	0.00	261.31	51,694.99	0.00	(51,694.99)
07 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
07 3133	Nameplate Capacity (Wind Energy)	0.00	122.06	14,150.22	0.00	(14,150.22)
07 3134	Personal Property Tax Cr-Public Service	0.00	0.00	0.00	0.00	0.00
07 3180	Pro-Rate Motor Vehicle	0.00	0.00	386.67	0.00	(386.67)
Subtotal: 3000		0.00	1,388.70	67,237.21	0.00	(67,237.21)
07 5100	Sale of Bonds	0.00	0.00	0.00	0.00	0.00
Subtotal: 5000		0.00	0.00	0.00	0.00	0.00
07 9000	Non-Program Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: Non-Program Receipts		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	15,641.65	494,026.70	0.00	(494,026.70)

**Fund: 08 BUILDING FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	LOCAL PROPERTY TAXES	0.00	4,944.34	119,242.11	0.00	(119,242.11)
08 1115	Carline Taxes	0.00	0.00	0.00	0.00	0.00
08 1140	Penalties & Interest on Taxes	0.00	0.45	130.59	0.00	(130.59)
08 1510	INTEREST ON LOCAL REV RECEIPTS	0.00	625.45	3,557.84	0.00	(3,557.84)
08 1800	PHS STUDENT LUNCH	0.00	0.00	0.00	0.00	0.00
08 1990	Misc. Local Receipts	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		0.00	5,570.24	122,930.54	0.00	(122,930.54)
08 3130	Homestead Exemption	0.00	369.78	369.78	0.00	(369.78)
08 3131	Property Tax Credit	0.00	96.12	19,013.98	0.00	(19,013.98)
08 3132	Personal Property Tax Credit	0.00	0.00	0.00	0.00	0.00
08 3133	Nameplate Capacity (Wind Energy)	0.00	28.22	3,271.64	0.00	(3,271.64)
08 3134	Personal Property Tax Cr-Public Service	0.00	0.00	0.00	0.00	0.00
08 3180	Pro-Rate Motor Vehicle	0.00	0.00	89.40	0.00	(89.40)
Subtotal: 3000		0.00	494.12	22,744.80	0.00	(22,744.80)
08 5300	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
08 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 5000		0.00	0.00	0.00	0.00	0.00
08 9000	NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: Non-Program Receipts		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	6,064.36	145,675.34	0.00	(145,675.34)

**Fund: 09 PETERSBURG ACTIVITY FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
09 1510 0216	Interest on Investments	0.00	0.79	11.35	0.00	(11.35)
09 1730 0139	MS DUES & FEES	0.00	0.00	0.00	0.00	0.00
09 1730 0154	Student Organization Member Dues & Fees	0.00	0.00	0.00	0.00	0.00
09 1750 0139	MS FUNDS RAISED	0.00	0.00	0.00	0.00	0.00
09 1750 0217	FUNDS RAISED	0.00	0.00	24.00	0.00	(24.00)
09 1750 0222	FUNDS RAISED	0.00	235.50	3,579.60	0.00	(3,579.60)
09 1790 0154	RECEIPTS	0.00	0.00	0.00	0.00	0.00
09 1790 0201	YEARBOOK	0.00	0.00	12.00	0.00	(12.00)
09 1790 0202	RECEIPTS/MS PTO	0.00	0.00	0.00	0.00	0.00
09 1790 0205	CLAS OF 2001	0.00	0.00	0.00	0.00	0.00
09 1790 0206	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00
09 1790 0207	CLASS OF 2003	0.00	0.00	0.00	0.00	0.00
09 1790 0208	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00
09 1790 0209	ART ACTIVITY	0.00	0.00	0.00	0.00	0.00
09 1790 0210	CONCESSIONS	0.00	0.00	0.00	0.00	0.00
09 1790 0211	CONSUMER SCIENCE	0.00	0.00	0.00	0.00	0.00
09 1790 0212	STUDENT OF THE MONTH	0.00	0.00	0.00	0.00	0.00
09 1790 0214	GIRLS BASKETBALL	0.00	0.00	0.00	0.00	0.00
09 1790 0215	INSUTRIAL TECH	0.00	0.00	0.00	0.00	0.00
09 1790 0216	INTEREST	0.00	0.00	0.00	0.00	0.00
09 1790 0217	MIDDLE SCHOOL	0.00	0.00	0.00	0.00	0.00
09 1790 0218	MEDIA	0.00	0.00	0.00	0.00	0.00
09 1790 0220	P-CLUB	0.00	0.00	0.00	0.00	0.00
09 1790 0221	SPEECH	0.00	0.00	565.00	0.00	(565.00)
09 1790 0222	STUDENT COUNCIL	0.00	0.00	0.00	0.00	0.00
09 1790 0223	CAPPUCCINO FUND	0.00	0.00	0.00	0.00	0.00
09 1790 0224	MISC. ACTIVITY	0.00	0.00	0.00	0.00	0.00
09 1790 0225	ADVISORY	0.00	0.00	0.00	0.00	0.00
09 1790 205	ELEMENTARY FUND	0.00	0.00	0.00	0.00	0.00
09 1990 0222	REBATE	0.00	330.00	330.00	0.00	(330.00)
Subtotal: 1000		0.00	566.29	4,521.95	0.00	(4,521.95)
Fund Total:		0.00	566.29	4,521.95	0.00	(4,521.95)

**Fund: 11      PETTY CASH**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
11 1510	INTEREST	0.00	139.22	1,042.20	0.00	(1,042.20)
11 1800	Community Service - CKC	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	0.00	139.22	1,042.20	0.00	(1,042.20)
11 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Subtotal: 5000	0.00	0.00	0.00	0.00	0.00
11 9000	REIMBURSE PETTY CASH	0.00	2,502.13	18,661.58	0.00	(18,661.58)
	Subtotal: Non-Program Receipts	0.00	2,502.13	18,661.58	0.00	(18,661.58)
	Fund Total:	0.00	2,641.35	19,703.78	0.00	(19,703.78)



**Revenue Summary Report**

Processing Month: 03/2020

March 2020

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	468,654.03	6,736,081.66	0.00	(6,736,081.66)

# Board & Administrator

FOR SCHOOL BOARD MEMBERS

April 2020 Vol. 33, No. 12

Editor: Jeff Stratton

## School board consultant offers tips on superintendent performance feedback

- Do not discuss with other board members. "They **SHOULD NOT** discuss their online responses with other board members prior to the board meeting," said Hughes. Whoever administers the survey (superintendent assistant, board president, etc.) collects the responses and prepares a single document for the board to review and discuss during the meeting.

- Send the collected responses out in the agenda packet. This document is sent out with all meeting materials several days in advance, so that board members can see **ALL** comments and think about them before the meeting, said Hughes.

- Discuss and vote. "During the meeting the board discusses input and votes on what the board's response is [three out of five agreeing]," said Hughes. The response is not just a compilation of comments; it is a collection of **ONLY** those comments that a majority of the board agrees with, Hughes said.

"Sometimes a comment is not included because it is irrelevant to the question of superintendent compliance, or it relates more to whether the policy should be revised for the next round of monitoring," he said.

Those comments and other discussion of policy revision is reserved for another time, **AFTER** the basic board response is prepared, Hughes said.

- Prepare board response post-meeting, "After the meeting a board response document is prepared, signed by the board president and retained

as a record of district performance," Hughes said. Again, all this discussion is about operation of the district, so is not considered in executive session, he said.

These three options (above) are in a somewhat priority order, meaning the better the district is running, the less need for a formal "system" to record board member comments, Hughes said.

"When two or three board members begin to have concerns about specific operations within the district, documentation of their concerns over time will be of increasing value, particularly during the annual superintendent contract renewal negotiations," Hughes said.

### How have other school boards done this?

University Place, Washington uses electronic surveys to get board member input (individually, so as not to conduct an illegal "meeting"), and Bellingham does the same, according to Hughes. Mercer Island, Federal Way, Finley, and Lake Washington [all in Washington] have varying degrees of formality. It tends to have to do with board members' preference and/or how much trust they put in the way the superintendent is handling the district, Hughes said. "There is no need to make this overly complicated — it should fit the staff capacity of the district and the preferences/personality of the board. It may sound complicated, but once put in practice, it is not," Hughes said.

*For more information, email bobh@policygovernance.net. ■*

## Balance what's best for all with your personal interests

Some board members believe they were elected for one reason and one reason only: to serve as the community's fiscal conscience.

Too often, that mindset can lead to this kind of thinking: "We could do more if we didn't have so many teachers and administrators on the payroll."

Nick Caruso, senior staff associate for field services at the Connecticut Association of Boards

of Education, suggests that is the wrong way for a board member to approach board service. "The majority of learning takes place between a child and a teacher," Caruso said. "The board member is on the board to make the staff's job easier."

Point: Your entire staff must feel they are part of the team if the district is going to be successful in educating every child. ■

## Evaluate your board meetings

It's touchy for the superintendent to criticize the way meetings are run. After all, it's not officially your meeting.

Management of the board is the board president's job. It's appropriate and necessary for the superintendent to help with the meeting evaluation, but the president should take the lead in

initiating the evaluation process.

This type of effort should be a positive process. The idea is to make the board function better — not to critique individuals. Be sure to identify strengths as well as any opportunities for growth. If the board is doing something exceptionally well, but sure to point that out.

### Meeting Evaluation Form

Meeting Goals	Adequate	Needs Improvement
Our meeting was businesslike, results-oriented, and we functioned like a team.		
Our discussion was cordial and well balanced (not dominated by just a few members).		
We confined our discussion to agenda items only.		
Our agenda included positive items as well as challenges.		
We discussed policy issues rather than day-to-day management issues.		
We followed parliamentary procedure.		
The president controlled and guided the meeting.		
We dealt successfully with controversial items and attempted to find solutions acceptable to all members.		
Everyone participated.		
All members were prepared to discuss the materials that had been sent to them in advance.		
Reports were clear, well prepared and provided adequate information for decision making.		
Our meeting room was comfortable and conducive to discussion and decision making.		
All members were in attendance and on time — and the meeting began and concluded on time.		
For committees, there was adequate reason for them to meet. ■		

# Boone Central Band Uniforms



## Current Uniforms

... were purchased just before the merger of Albion and Petersburg. One year after purchase the “Albion” lettering on the front of the breastplate and shoulder patches were removed and BCS resewn by Music Booster parents.

80 Uniforms were originally purchased.

5 additional were purchased in 2010 to accommodate larger students (\$900+ each)

# Uniform Longevity

Current uniforms are 20+ years old

Company recommended best practice for uniform replacement is every 10 years

New uniforms carry a 10-12 year warranty

# New Uniform Features

“Snap Hem” system so material is not cut, nor does a seamstress need to be hired to modify lengths (pant or coat)

Scannable labels in each piece for check-in and check-out

Digital system to input student measurements and assign uniforms rather than guess and check method currently in use

Pocket

# Process

Two band uniform companies created sketch ideas (3 each)

Students (7th-12th grade) & parents voted on the top sketch from each company

Revisions to “favorite” sketch were made with student & parent input

Sample uniforms were made

Seth Wright modeled both

\* Next Step - Decide which uniform, how many and continue purchase process



# Stanbury

Center of chest is fully printed. The one change to be made is for white color on front rectangles will be sewn piping instead of printed

\$458.55

per uniform



# Fruhauf

Three possible hat options  
with reversible cover

Hip plate for members,  
cape for drum major  
Not both at once

\$526.50

per uniform



# How many?

Currently have 85 uniforms

2019-2020 Band - 30 members

In Mrs. Paulson's tenure as BCS Band director (13 years)

lowest class number was 21

highest class number was 42

Suggest purchasing 60 uniforms so sizing gammet is met and potential for special orders is reduced for the future

# Additional Funding Sources

Boone Central Music Boosters - up to \$8,000

Band Uniform Activities Account - \$4,386.31

Paul Adamson Memorial - \$5,000.00

# Cost after additional funding:

## Stanbury:

\$458.55 per uniform

\$27,513.00 for 60 uniforms

-\$8,000 Music Boosters

-\$4,386.31 Uniform Account

-\$5,000 Memorial

BCS Cost \$10,126.69

BCS Cost \$168.78 per uniform

## Fruhauf:

\$526.50 per uniform

\$31,590.00 for 60 uniforms

-\$8,000 Music Boosters

-\$4,386.31 Uniform Account

-\$5,000 Memorial

BCS Cost \$14,203.69

BCS Cost \$236.73 per uniform



Board Report - Craig Theis  
as of April 13th, 2020

## Elementary Principal's Update

### 1. BCES Enrichment Plan Update

- a. All parents were contacted to see if they would prefer digital packets or paper packets.
  - i. Grades PK-3 have moved to all paper packets.
  - ii. Grades 4-5 have a majority of students using digital packets.
- b. Some grade levels push out enrichment packets weekly on Wednesdays but many of the grade levels have now gone to several weeks at a time.
  - i. PK & Kindergarten both sent months at a time.
  - ii. Students can turn in paper packets on Wednesdays.
    1. This is not mandatory but encouraged. Teachers will provide students feedback.
  - iii. We deliver packets not picked up by parents/guardians.
- c. Staff is asked to communicate with students/parents weekly.
  - i. SeeSaw
  - ii. Zoom (**Schedule is attached.**)
  - iii. Email
  - iv. Text/Phone
  - v. Parade/FlipGrid

### 2. Closing the Covid-19 Education Gap Next School Year:

- a. PLC Work
  - i. Grade levels discussing skills not covered due to school closure.

1. Staff has created a document with missing skills on it.

**(Document is attached.)**

b. How do we teach these missing skills?

i. Enrichment Learning

ii. Summer School

iii. W.I.N. 2020-2021 School Year

1. Emphasize on Content Not Taught Previous School Year

iv. Start 20-21 School Year by Teaching Previous Grade Level

Content

1. How Long?

2. **Math** & Reading

v. Modified Scheduled to Start the Year

***\*Beginning of the year assessments will play a very big role on what we do next year. (DIBELS & NWEA MAP)***

# High School Principal Board Report - Erik Kravig

April 13, 2020 - Albion

## Boone Central Schools E-Learning Guide for High School Grades (9-12)



### E-Learning Guidelines for Grades 9-12

Starting *Monday, April 6th* Boone Central High School will start e-learning for all classes. E-learning will mean that students will be assigned new educational content and **be required to complete assignments for a grade**. Grades may be given for participation or completion as well as content.

#### Additional Considerations:

- Students without internet access will be given paper/pencil options.
- Senior students will be allowed to drop elective classes that are not required for graduation. These students must contact Mr. Kravig or Mrs. Webster. The deadline to drop an elective course for senior students is **Wednesday, April 15th**. *\*\*The form to drop will be sent to senior students.\*\**
- IEP students must have accommodations or modifications made according to the IEP plan. This plan must be documented and communicated to the SPED case manager.

School Roles and Responsibilities	
<b>Principals</b>	<ul style="list-style-type: none"><li>● Work with staff to support specific grade level/course e-learning experiences for students.</li><li>● Monitor communication between teachers and students/families.</li><li>● Serve as a conduit between various stakeholders to solve problems, identify communication needs, and support the implementation of the e-learning plans.</li></ul>
<b>Teachers</b>	<ul style="list-style-type: none"><li>● Collaborate within their grade and content levels.</li><li>● Communicate with and provide timely feedback, weekly, with our students.<ul style="list-style-type: none"><li>○ Communication will be via phone, email, google classroom, etc...</li><li>○ Communicate with their school principal, other school staff members, parents and students as necessary.</li><li>○ Communicate with SPED department regarding IEP's</li></ul></li><li>● Provide e- learning opportunities through a variety of methods.</li></ul>



<b>Learning Support Teachers</b> Special Education Title I ELL	<ul style="list-style-type: none"> <li>● Special Education students will receive access to e-learning opportunities appropriate with their needs.</li> <li>● Communicate with and provide timely feedback with our students. <ul style="list-style-type: none"> <li>○ Communication will be via phone or email.</li> <li>○ Communicate with their school principal, other school staff members, parents and students as necessary.</li> </ul> </li> </ul>
<b>Counselors</b>	<ul style="list-style-type: none"> <li>● Serve as a liaison for communication with students/families in crisis.</li> <li>● Provide resources for students and families to support them while they are away from school (i.e., social and emotional supports and resources).</li> </ul>

## Student Roles and Responsibilities

- Establish daily routines to engage in the e-learning opportunities teachers will be providing on a weekly basis.
- Identify a space in your home where you can work effectively (by the student as age appropriate)
- Engage in learning activities with academic honesty.
- Comply with Boone Central’s Internet Safety and Acceptable use guidelines.
- Communicate proactively with your teacher(s) if you need additional support.
- Regularly monitor your email and/or online learning platforms (e.g., Google Classroom, Seesaw, etc.).

## Parent Roles and Responsibilities

- Establish routines and expectations.
- Define a physical space for study.
- Monitor communication from your child’s teacher(s).
- Monitor online activity of your child(ren).
- Take an active role in supporting the learning of your child.
- Budget approximately 8-10 hours a week (6-8 hours in elementary) for students to engage in these e-learning opportunities.

- High School Faculty Meetings - Every Tuesday at 10 am
- PLC’s - Wednesdays
- Weekly Meeting Times - Wednesdays 10-11 am
- Prom, Honors Night and Graduation
- End of Year Dates
  - Wednesday, April 29 - Final Day for Due Dates for Seniors
  - Wednesday, May 6 - Finalize Senior Grades, Final Day for Due Dates for 9-11 Grades
  - Friday, May 15 - Due Date for All Grades





ScoreVision DMS  
Partnership Program

# Boone Central High School

Sponsorship Packages 2020





## From Boone Central

Dear Community Partner,

The Boone Central School District is in the process of creating new community partnerships, as well as continuing others, in connection with our Scorevision Board in our Competition Gym. One feature of the scoreboard system is advertising opportunities and partnerships available to local businesses. This system provides large, vivid digital display for our advertising partners with a variety of display options.

As a potential or continuing sponsor, please note that the Competition Gym is used for Volleyball, Basketball, and Wrestling sporting events in addition other school gatherings including Graduation and the Alumni banquet as well as numerous District Championship events. This facility is widely used by our schools, students and community – thus making your advertising investment highly visible to a wide variety of people.

In addition to these many activities, the scoreboard is utilized as a teaching and learning tool by students in classrooms. The intersection of advertising, graphic design, computer software, and media production makes this a valuable learning opportunity for our students through the scorevision academy program.

We have provided several options with a wide range of features for you to consider and hope you will join in a partnership with us at Boone Central. Please consider joining a brand that is strong and widely acclaimed due to tremendous success of our students. We thank you in advance for your ongoing support!

Sincerely,

Jon Perone  
Activities Director, Boone Central Schools

**"the scoreboard  
is utilized as a  
teaching and  
learning tool by  
students in  
classrooms"**





## Ad Placements and Opportunities

Each Sponsorship Package identified in the opening pages of this Partnership Program includes a list of advertising placements incorporated with its offering. The pages that follow help illustrate opportunity available and the characteristics of each placement so you can better understand the value your business will receive with each package.

ALL PACKAGES include exposure for your brand throughout the school year at **varsity** and **junior varsity** games for boys and girls competitions in **basketball, volleyball, and wrestling**.

### Boone Central basketball and volleyball



# Sponsorship Packages

Choose from one of three value packages below to present your brand and message to students and fans within your community while supporting the school and helping fund a platform that provides real career opportunities for students.

	1	2	3
	CHAMPION SPONSORSHIP	PREMIER SPONSORSHIP	ELITE SPONSORSHIP
Panorama Ad	✓	✓	✓
Pregame Cinema Ad	✓	✓	
Halftime Cinema Ad	✓	✓	
Timeout Cinema Ad	✓		
Brand Wrapper Co-brand	✓		
Booster Club Membership	Platinum	Gold	Silver
Sponsorship Signage	Large Logo	Medium Wording	Small Wording
Golf Tournament Sponsor	Hole Sponsor	Hole Sponsor	Hole Sponsor
Season Pass	2 Individual Passes	1 Individual Pass	
	<b>\$5,000</b> per year	<b>\$2,500</b> per year	<b>\$1,000</b> per year
	569,562 impressions per year	425,562 impressions per year	88,062 impressions per year

Fan App Tile Ad



## \*FAN APP BONUS EXPOSURE

These special bonus placements extend your brand to customers beyond the gym and field.

**CONTACT Jon Perone**  
[jperone@boonecentral.esu7.org](mailto:jperone@boonecentral.esu7.org)  
 (402) 920-2199  
**FOR MORE INFORMATION!**

# Reaching Your Audience

**HERE'S THE BREAKDOWN.** Below, you will see how the calculations are made to reach the potential number of impressions associated with each sponsorship level. These numbers are calculated conservatively using the average attendance per game, games played during the year, and the number of times our ad sequencing software displays your ad per game. Impressions, then, are the total number of opportunities for your ad to be seen by spectators during the course of the school year.

Here's an example of the impression calculation for one of the sponsorship levels:

## BOONE CENTRAL . Albion, NE



average attendance per game



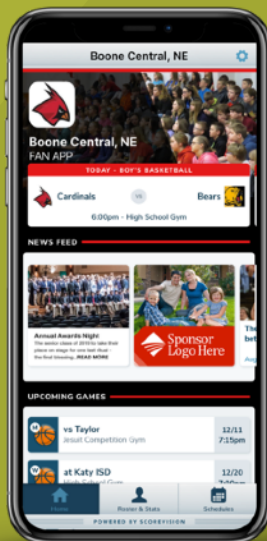
total games played per year



serves of your ad per game

# 569,562

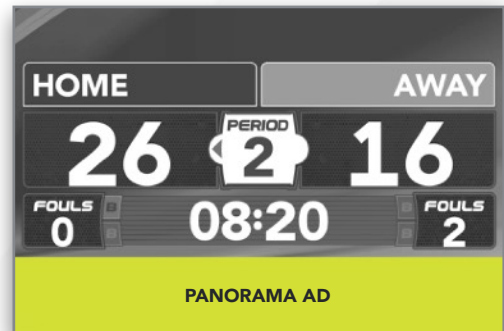
impressions per year with the Champion level sponsorship





## Rotating Panorama Ad

The Panorama area is the persistent ad space that appears at **the bottom of the screen**. The ads in this space rotate in a sequence that can be defined and customized through ScoreVision Central. These ads are continuously rotated throughout the game except during "countdowns" when the Cinema ads are displayed.



The Panorama area is the persistent ad space that appears at the bottom of the screen. These ads are continuously rotated throughout the game except during "countdowns" when the Cinema ads are displayed.

### ARTWORK SPECS:

type: **static**

format: **JPG, PNG**

resolution: **1920x300px @ 72 dpi**

max size: **2MB**

type: **video (no audio recommended)**

format: **MP4**

resolution: **1920x300px**

duration: **15 seconds**

max size: **15MB**

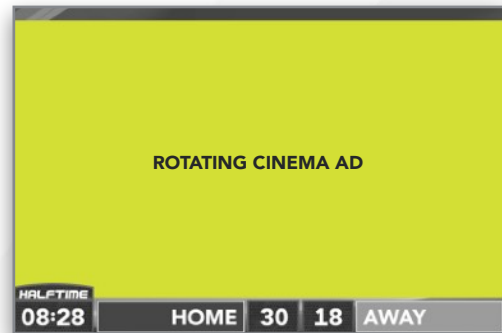






## Rotating Cinema Ad

Cinema ads are premium-sized digital banners displayed in a predefined rotating sequence during **countdown** periods: **pregame**, **timeouts** and **halftime**. Cinema ads share the same aspect ratio as a standard wide-screen TV commercial and are offered in an impressive, large format in the center of the multimedia display.



Cinema ads are displayed during "countdown" periods: pregame, timeouts and halftime. In this layout, the scoreboard is minimized to a "ticker" format across the bottom of the screen in order to reserve the maximum amount of space for the Cinema ad rotation.

### ARTWORK SPECS:

type: **static**

format: **JPG, PNG**

resolution: **1920x1080px @ 72 dpi**

max size: **2MB**

type: **video (no audio recommended)**

format: **MP4**

resolution: **720p (1280x720px)**

duration: **15 seconds**

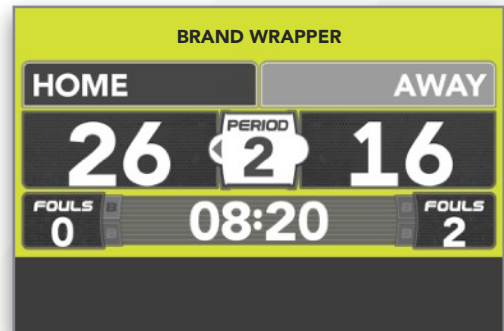
max size: **35MB**





## In-game Brand Wrapper

The Brand Wrapper is the backdrop (“wallpaper”) that is overlaid by the scoreboard and panorama ad space. There’s space reserved at **the top of the display** where branding imagery can be displayed in order to personalize the system to the school or sponsor.



The Brand Wrapper can be leveraged to display school imagery in order to personalize the display for the home team or specific occasion. It can also be utilized for revenue purposes by adding a co-brand sponsor logo alongside the school name or by replacing the entire wrapper with sponsor brand imagery.

### ARTWORK SPECS:

type: **static**

format: **JPG, PNG**

resolution: **dependent upon display model**

max size: **2MB**

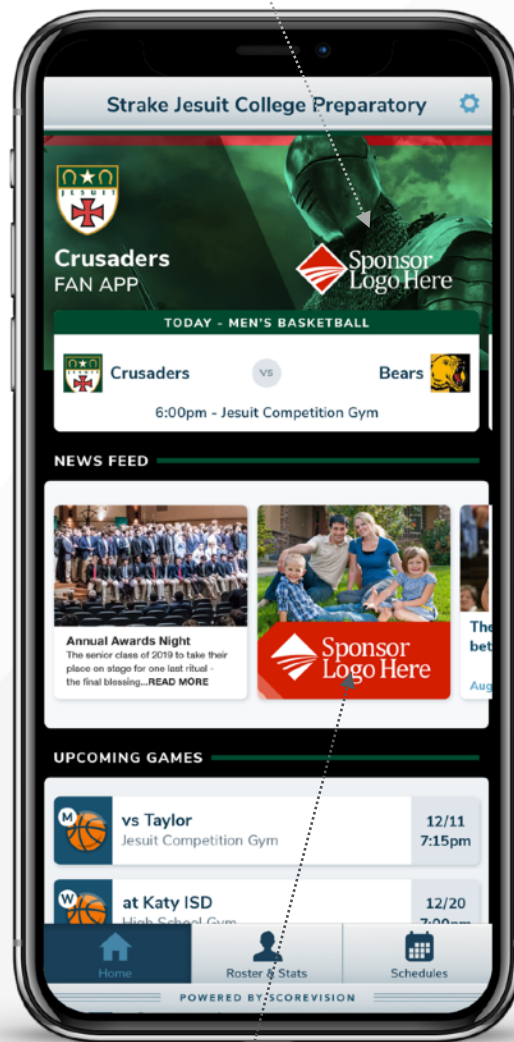




## Fan App Ads

The Fan App was designed to allow fans to keep up with the games when they can't attend in person. They get to see live score updates, game information, and sponsor advertising. Below are the Fan App ad placements in the Fan App that are noted on the Sponsor Packages page.

FAN APP HEADER IMAGE



FAN APP TILE AD

### ARTWORK SPECS:

#### FAN APP HEADER IMAGE

type: **static or video**  
format: **JPG, PNG | MP4**  
resolution: **750x500px**  
max size: **2MB | 10MB**

#### FAN APP TILE AD

type: **static or video**  
format: **JPG, PNG | MP4**  
resolution: **500x500px**  
max size: static: **2MB | 10MB**





## Community Partnership Bonuses

Connected to each package we have created several bonuses for the benefit of our Partners. This creates less "asks" from our School to our Community and streamlines our Partnership Program.

### Booster Club Membership

**Platinum-** Large Ad in Game Day Programs, Large logo on facilities banner, Cling

**Gold-** Medium Ad in Game Day Programs, Medium wording on facilities banner, Cling

**Silver-** Small Ad in Game Day Programs, Small wording on facilities banner, Cling

### Golf Tournament

Hole sponsor and Mention in program for Alumni Weekend Golf Tournament

### Season Passes

Individual Season Passes for both the Champion and Premier level sponsorships to all regular season home games.

### Social Media

Our Social Media footprint is growing by the month. Utilizing Twitter, Facebook, and Graphics from Boxoutsports with your Business logo gives us the opportunity to mention each Community Partner several times throughout the year creating more impressions

A major element of our mission is to unite student, families, educators and the community in the educational process. Our facilities are great venues to accomplish this purpose. We have had the good fortune of occupying these incredible facilities. We are a thriving community that prides itself on being a leader in education. All of our outstanding activities and athletics in the school add to the richness of the education experience we are able to provide our students. We would like to offer a heartfelt thank you to the community for supporting our facilities update, as we continue to provide an excellent education experience.





**BOONE**

**BO**  
C A P



SCOREVISION CONCEPTUAL DESIGN DOCUMENT

# BOONE CENTRAL HIGH SCHOOL

ALBION, NE . DECEMBER 2019



# WHAT'S NEXT?

The contributions from our current scorevision sponsors has fully funded the installation, software programming, and the LED Board itself at a total of \$70,836.78. This generous commitment over a three year time period has highlighted the dedication, loyalty, and support from our community partnerships to the students at Boone Central Schools.

## **5 ways your contribution is utilized:**

- Successful collaboration of video, picture, and editing from the classroom to the scorevision board
- The Digital highlight and financial support of our students in activities, athletics and academics
- Creating a positive "game day" atmosphere that infuses into our school culture
- Software and application upgrades
- Building the Boone Central Brand through digital Impressions and Social Media

## **Football and Track Complex**

Below you will find a conceptual design for the Football and Track Complex Project. One of the next moves for our school is to digitally connect our business partnerships at all of our facilities through scorevision. Help us build the future at Boone Central.



# BOONE CENTRAL HIGH SCHOOL CONCEPTUAL DESIGNS



The ScoreVision system offers benefits including: Full Personalization - Integrated Ad Revenue System - Multiple Sports In One - Multi-purpose Video Board - Fan Engagement Features - Intuitive App Interface

**BOONE CENTRAL**

**CARDINALS**      **BISON**

**24**      **05:20**      **20**

**QUARTER 3**      **1ST & 10**      **BALL ON 35**

**ORTHO GROUP SPORTS CARE CLINIC**      **say hi to your best health.**      **CHI Health Imagine better health.™**      **PARSON ELECTRIC**

**BOONE CENTRAL**

**CARDINALS**      **BISON**

**24**      **05:20**      **20**

**QUARTER 3**      **1ST & 10**      **BALL ON 35**

**ORTHO GROUP SPORTS CARE CLINIC**      **say hi to your best health.**      **CHI Health Imagine better health.™**      **PARSON ELECTRIC**



oW2619 Outdoor Display | 25.17' W x 19' H  
10mm Pitch | Long-life LED Surface





oW2613 | 25.17' W x 12.58' H



**BOONE CENTRAL HIGH SCHOOL CONCEPTUAL DESIGNS** Installation Concept



oW2619 Outdoor Display | 25.17' W x 19' H

 <b>BOONE CENTRAL</b>			
<b>CARDINALS</b>		<b>BISON</b>	
<b>24</b>	<b>05:20</b>	<b>20</b>	
<b>QUARTER 3</b>	<b>1ST &amp; 10</b>	<b>BALL ON 35</b>	
 ORTHO GROUP SPORTS CARE CLINIC	say hi to your best health.	 CHI Health Imagine better health.™	 PARSON ELECTRIC





**BOONE CENTRAL HIGH SCHOOL CONCEPTUAL DESIGNS** Installation Concept



oW2613 Outdoor Display | 25.17' W x 12.58' H








<b>BOONE CENTRAL</b>		
<b>CARDINALS</b>		<b>BISON</b>
<b>24</b>	<b>05:20</b>	<b>20</b>
<b>QUARTER 3</b>	<b>1ST &amp; 10</b>	<b>BALL ON 35</b>
<b>ORTHO GROUP</b> SPORTS CARE CLINIC	<b>say hi</b> to your best health.	<b>CHI Health</b> Imagine better health.™
		<b>PARSON ELECTRIC</b>

**BOONE CENTRAL HIGH SCHOOL CONCEPTUAL DESIGNS** Installation Concept



oW2619 Outdoor Display | 25.17' W x 19' H

 <b>BOONE CENTRAL</b>			
<b>CARDINALS</b>		<b>BISON</b>	
<b>24</b>	<b>05:20</b>	<b>20</b>	
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**BOONE CENTRAL HIGH SCHOOL CONCEPTUAL DESIGNS** Installation Concept



oW2613 Outdoor Display | 25.17' W x 12.58' H



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<b>ORTHO GROUP</b> SPORTS CARE CLINIC	<b>say hi</b> to your best health.	<b>CHI Health</b> Imagine better health.™	<b>PARSON</b> <b>ELECTRIC</b>



## **DISCLAIMER:**

This Conceptual Design Document is being furnished solely for the purpose of providing a “visualization” of what a possible ScoreVision system might look like in your facility. This document should not be relied upon for any measurements, construction, engineering, sponsorship, or any financial endeavor including costing estimates. The companies and products referenced in the Conceptual Design Document do not have affiliation with nor provide endorsement of ScoreVision’s products, each reserving its own trademark rights. This document should not be copied in whole or in part without the express written consent of ScoreVision, LLC.

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# *BOONE COUNTY COMMISSIONERS*

ALAN RASMUSSEN ~ LARRY TEMME ~ BEN RUTTEN  
222 S 4<sup>th</sup> St ~ Albion, NE 68620-1247  
Phone 402-395-6619 ~ Fax 402-395-8531 ~ Email: [clerk@boone.nacone.org](mailto:clerk@boone.nacone.org)

## Disaster Declaration

County of Boone, Nebraska with inclusion of all municipalities, villages, incorporated or unincorporated, businesses, schools, government institutions, medical treatment facilities, including those providing home health, long term care, and hospice, and communities within. Has a great potential of suffering from the county-wide damages, and adverse consequences resulting from COVID-19 (Coronavirus) event(s) that has/will occur beginning on January 31, 2020, and on-going and continuing indefinitely causing disruption of services, cost incurred prevention and protection and the endangerment of health and safety of the citizens and businesses of Boone County.

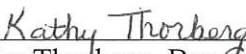
Therefore, the Board Vice Chairman of the Boone County Board of Commissioners has declared a STATE OF EMERGENCY authorized under Nebraska State Statute R.R.S. 81-829.50 on behalf of County of Boone, Nebraska, and will execute for and on behalf of Boone County, the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the applying to the State of Nebraska for assistance from the Governor's Emergency Fund and any other resources he/she deems necessary in the fulfillment of his/her duties.

Boone County Board of Commissioners  
County of Boone, Nebraska

  
\_\_\_\_\_  
Larry Temme, Vice Chairman

WITNESS my hand and the seal of my office  
on the 19<sup>th</sup> day of March, 2020.



  
\_\_\_\_\_  
Kathy Thorberg, Boone County Clerk

**COVID-19 RESOLUTION**  
**EMERGENCY EXPENDITURES AND STATE OR FEDERAL RELIEF**

WHEREAS, the school district is facing closure based on the statewide outbreak of COVID-19; and

WHEREAS, the President and the Governor have declared a state of emergency, and in the event of a disaster, emergency, or civil defense emergency, each school district or educational service unit may make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes and to minimize the disruption to education services regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, or the manner of entering into contracts; and

WHEREAS, a local emergency has been declared by Boone County, Nebraska to be filed with the Nebraska Emergency Management Agency, and the board has secured a copy of this signed proclamation, and in the event of a local emergency declared by the local government each school district or educational service unit may make emergency expenditures, contracts, or obligations, including in excess of or in violation of existing statutory limitations or requirements; and

WHEREAS, pursuant to these declarations, state and federal aid may be available to the school district in relation to COVID-19 and related impacts; and

WHEREAS, the board recognizes that a severe financial burden exists due to declared emergency; and

WHEREAS, the board wishes to minimize disruption of the school district's operations and provide any authority necessary for the superintendent or his or her designee to take any actions necessary during the closure;

NOW, THEREFORE, be it resolved that the superintendent, in consultation with the Board President, is authorized to make emergency expenditures and pay all claims and take any other action authorized by law during the emergency and any resulting school closure, including taking actions that may otherwise conflict with board policy or that would otherwise exceed the authority given to the superintendent in board policy if necessary based on this emergency and the COVID-19 pandemic; and

NOW, THEREFORE, be it further resolved that the superintendent, in consultation with the Board President, is authorized to take any action appropriate or necessary to avail the district of aid, funding, or other relief available, including making and signing on behalf of the district any necessary filings and providing notices to appropriate

agencies, and to coordinate, authorize, or undertake works, contracts, projects, or other activities related to such aid, funding, or other relief available to the maximum extent permitted by law; and

NOW, THEREFORE, be it further resolved that the superintendent is authorized to assign and utilize staff as necessary, including any closure, and to provide any leave, pay any compensation, and enter into agreements with staff for the purposes of protecting the health and safety of the school community, continuing the efficient operations of the school district, and ensuring staff continue to work as needed and assigned and return to work in the school district during and after the emergency, including during any closure.

NOW, THEREFORE, be it finally resolved that this resolution will expire upon the sooner of action taken by the board to rescind it or the expiration of the declared emergencies.

Approved by Board on April 13, 2020.

---

Board President

**81-829.51. Local government; school district; educational service unit; emergency expenditures; vote of governing body; when.**

(1)(a) In the event of a disaster, emergency, or civil defense emergency, each local government may make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, levies, or the manner of entering into contracts.

(b) In the event of a disaster, emergency, or civil defense emergency, each school district or educational service unit may make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes and to minimize the disruption to education services regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, or the manner of entering into contracts.

(2) If any such expenditure, contract, or obligation will be in excess of or in violation of existing statutory limitations or requirements, then before any such expenditure, contract, or obligation is undertaken it shall be approved by a vote of the governing body of such local government, school district, or educational service unit. The governing body may not vote its approval unless it has secured a copy of the proclamation as provided in section 81-829.50 from the city, village, county, or interjurisdictional emergency management director serving such local government, school district, or educational service unit. For school districts and educational service units, the proclamation shall be secured from the county in which the school district or principal office of the educational service unit is located.

**Source:**Laws 1951, c. 315, § 10(2), p. 1081; R.R.S.1943, § 81-829.23; Laws 1973, LB 494, § 16; Laws 1996, LB 43, § 31; Laws 2015, LB283, § 5.





# AIA<sup>®</sup> Document A141<sup>™</sup> – 2014

## Standard Form of Agreement Between Owner and Design-Builder

**AGREEMENT** made as of the 13th day of April in the year 2020  
(In words, indicate day, month and year.)

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

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

and the Design-Builder:  
(Name, legal status, address and other information)

W.A. Klinger, L.L.C.  
2015 E. 7<sup>th</sup> Street  
P.O. Box 8800  
Sioux City, IA 51102

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

Boone Central Schools  
Middle School Addition

The Owner and Design-Builder 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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

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User Notes:

(1112041027)

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5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
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13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT
TABLE OF EXHIBITS	
A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

See BVH Boone Central PCD Middle School (1 page) and Preschool (1 page) Program of Spaces

#### § 1.1.2 The Owner's design requirements for the Project and related documentation:

Init.

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User Notes:

(1112041027)

*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

See BVH Boone Central PCD Site/Floor Plan (1 page); BVH Criteria Specifications & Technical Requirements (13 pages)

**§ 1.1.3** The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The addition will be approximately 16,000 SF to house middle school classrooms, a K-8 Media Center, Middle School administrative offices and support spaces. The addition will be placed in the current playground area. The playground will be relocated north of the existing school where Prairie Street is anticipated to be closed. A Mason's building north of Prairie Street is anticipated to be remodeled with a classroom addition for Preschool use. Minor remodel within the existing school building is anticipated to accommodate the middle school addition.

**§ 1.1.4**

*(Paragraphs deleted)*  
[Intentionally omitted.]

**§ 1.1.5** [Intentionally omitted.]

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:  
*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

\$3,750,000

**§ 1.1.7** The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

.2 Submission of Design-Builder Proposal:

March 19, 2020

.3 Phased completion dates:

Site Construction Begins – June 1, 2020

.4 Substantial Completion date:

July 15, 2021

.5 Other milestone dates:

Final Completion – August 1, 2021

First Day of 21-22 School Year – August 9, 2021

**§ 1.1.8** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

*(List name, legal status, address and other information.)*

Init.

.1 Architect

DLR Group – Pat Phelan  
6457 Frances Street, Suite 200  
Omaha, NE 68106

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder 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. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address and other information.)*

Nicole Hardwick, Superintendent  
Boone Central Schools  
605 S. 6th St.  
Albion, NE 68620  
(402) 395-2134  
nhardwick@boonecentral.esu7.org

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

BVH Architecture, 440 N. 8th Street, Suite 100, Lincoln, NE 68508

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

*(List discipline, scope of work, and, if known, identify by name and address.)*

The following shall act as the performance-criteria developer (PCD) as provided in the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. § 13-2901 through § 13-2914): BVH Architecture (Cleve Reeves), 440 N. 8th Street, Suite 100, Lincoln, NE 68508

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

Matt Thompson, President  
W.A. Klinger, L.L.C.  
2015 E. 7th Street  
P.O. Box 8800  
Sioux City, IA 51102  
(712) 233-3233

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

*(Paragraphs deleted)*

### § 1.3 Mediation

§ 1.3.1 The Design-Builder and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Consultant and Owner.

§ 1.3.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Design-Builder nor the Owner shall be obligated to resolve any Claim through arbitration.

### § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; Modifications issued after execution of this Agreement, and all other documents related to the Project, including, but not limited to, the Request for Bids or Proposals, the Design-Builder's Proposal, Change Order, Instructions to Bidder, and other documents issued by the Owner or its PCD or other Consultant. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

Init.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

*(Paragraph deleted)*

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly.

*(Paragraphs deleted)*

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

**Individual or Position**

**Rate**

Init.

/

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

**§ 2.1.3.1** Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; and
- .2 Fees paid for securing approval of authorities having jurisdiction over the

*(Paragraphs deleted)*  
Project.

**§ 2.1.3.2** For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent ( 0 %) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

**§ 2.1.4.1** Payments are due and payable thirty (30) days following the Owner's receipt of an Application for Payment which is approved and signed by the Owner. Amounts unpaid after the due date shall bear interest at the *(Paragraphs deleted)* annual rate of \_\_\_\_\_ percent ( \_\_ %).

**§ 2.1.4.2** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

*(Paragraph deleted)*

**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 3.1 General**

**§ 3.1.1** The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

**§ 3.1.2** The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

**§ 3.1.3** The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

**§ 3.1.3.1** The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.1.3.2** Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 3.1.4** The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

Init.

**§ 3.1.5 General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.6** When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the interest of, and for the benefit of, the Design-Builder and the Owner.

**§ 3.1.7** The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### **§ 3.1.8 Progress Reports**

**§ 3.1.8.1** The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 [Intentionally omitted];
- .11 [Intentionally omitted]; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

### **§ 3.1.8.2**

*(Paragraphs deleted)*  
[Intentionally omitted]

### **§ 3.1.9 Design-Builder's Schedules**

**§ 3.1.9.1** The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### **§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld.

Init.



The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

### § 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to

negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### § 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

*(Paragraph deleted)*

§ 3.1.17 The Design-Builder shall perform as required under this Agreement and provide to the Owner all services, duties, and obligations required of a Design-Builder or the Owner by the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. § 13-2901 through § 13-2914) and the Owner's Design Build Contracts Policy (706.08); listed in the Owners' Request for Proposal (RFP) For Selection of a Design-Builder; or included in the Design-Builder's proposal documents submitted to the Owner in response to the RFP.

### ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

#### § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

#### § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed. Design-Builder shall be responsible for all extra costs for any and all changes or extra work which results from site conditions that

could be observed by Design-Builder from an observation of the Project site, provided that the Owner's Program does not materially change from its initial Request for Proposal.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

*(Paragraph deleted)*

## **ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

### **§ 5.1 Construction Documents**

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

### **§ 5.2 Construction**

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 5.3 Labor and Materials**

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 5.4 Taxes**

The Owner is exempt from sales and use taxes and shall not pay any sales or use taxes under this Agreement. The Owner will provide the Design-Builder with applicable sales and use tax exemption certificates upon written request.

### **§ 5.5 Permits, Fees, Notices and Compliance with Laws**

§ 5.5.1 The Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are further disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

## § 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

## § 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires

additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

### **§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed. The Design-Builder shall make available to the Owner for inspection and copying the record copy of the drawings, specifications, addenda, Change Order and other Modifications upon reasonable request of the Owner and, in any event, within twenty-four (24) business hours of receipt by Design-Builder of a request from Owner for such review and/or copying. The Owner may make copies of the record copy of the drawings, specifications, addenda, Change Order, and other Modifications prior to completion of the Work at the Owner's expense.

### **§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

### **§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

### **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

### § 5.13 Construction by Owner or by Separate Contractors

#### § 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### § 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

*(Paragraph deleted)*

## ARTICLE 6 CHANGES IN THE WORK

### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive. Except as permitted in Section 6.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alternations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alternations or addition to the Work, whether or not there is, in fact, any alternation or addition to the Work, shall be the basis of any claim for an increase in any amounts due under the Design-Build Documents or for a change in any time period provided for in the Design-Build Documents

### § 6.2 Change Orders

§ 6.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Design-Builder shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Design-Build Documents.

### § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 The value of the Work to be changed, added, or omitted shall be determined by the lump-sum or unit prices, if any, stipulated for such work in the Design-Build Documents. If no prices are stipulated, the value shall be determined by whichever of the following methods or combination of them the Owner may elect:

- .1 By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties;
- .2 By adding (a) the actual net cost to the Design-Builder of labor in accordance with the established rates, including required union benefits, premiums the Design-Builder is required to pay for workers' compensation and liability insurance, actual and customary fringe benefits, and payroll taxes on such labor; and (b) the actual cost to the Design-Builder or subcontractors of materials and equipment and such other direct costs as may be approved by the Owner, less all saving, discounts, rebates, and credits, provided that discounts offered for timely payments shall only apply to the extent payment is received by Design-Builder from Owner prior to the invoice being paid by Design-Builder;
- .3 Costs to be determined in a manner agreed upon by the parties.



In the case of omitted Work, the Owner shall have the right to withhold from payments due or become due to the Design-Builder an amount that, in the Owner's opinion, is equal to the value of such Work until such time as its value is determined by agreement.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices may be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7

*(Paragraphs deleted)*  
[Intentionally omitted].

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order.

§ 6.3.10 [Intentionally omitted].

*(Paragraph deleted)*

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner so as not to unduly delay the Design-Builder's schedules.

### § 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to reasonably rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 [Intentionally omitted].

§ 7.2.8 The Owner shall be permitted to communicate through the Design-Builder or directly with other persons or entities employed or retained by the Design-Builder as the Owner deems appropriate, provided that the Owner shall share the content of all such direct communication that it has with other persons or entities employed or retained by the Design-Builder within a reasonable amount of time after it occurs. .

§ 7.2.9 The Design-Builder shall furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### § 7.3 Submittals

§ 7.3.1 The Owner shall review Submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Design-Build Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's review of a specific item shall not indicate approval of an assembly of which the item is a component. The Owner shall notify the Design-Builder when the review is complete and the Work may commence.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers, provided that the Design-Builder acknowledges that the Owner does not have any training, education, or expertise to discover such non-conformance.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

#### § 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

#### § 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order or Change Directive shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

### ARTICLE 8 TIME

#### § 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine to the extent such delay will prevent the Design-Builder from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Design-Builder is not entitled to an extension in the Contract Time under the Design-Build Documents. The Design-Builder further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been reasonably anticipated, by the Design-Builder, could not be limited or avoided by the Design-Builder's

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timely notice to the Owner of the delay, and is of a duration not less than one (1) day. The parties agree and acknowledge that delays of a duration of less than one (1) day have been accommodated and/or incorporated into the Design-Builder's schedules up to an agreed upon amount (i.e. the initial estimate). However, should the accumulation of delays exceed the initial estimate, the Owner and Design-Builder will review the project schedule and make adjustments as mutually agreed by the parties.

**§ 8.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 14.

**§ 8.2.3** Notwithstanding anything to the contrary in the Design-Build Documents, an extension in the Design-Build Time, to the extent permitted under Section 8.2.1, shall be the sole remedy of the Design-Builder for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance, interference, suspension or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (items 1 through 4 herein collectively referred to in this Section 8.2.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Design-Builder furnishes the Owner with notice of such interference. In no event shall the Design-Builder be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration except for the following direct costs that are necessary to maintain the operation: SWPPP (storm water pollution prevention plan) requirements, barricades, fences, portable toilet, job trailer, demobilization fees, and remobilization fees. The Owner's exercise of any of its rights or remedies under the Design-Build Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Design-Builder's performance of the Work but may lead to changes in both the Contract Price and Contract time as provided in this Agreement.

*(Paragraph deleted)*

**§ 8.2.4** If the Design-Builder submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Design-Build Documents or expiration of the Contract Time, no liability of the Owner to the Design-Builder for any failure of the Design-Builder to so complete the Work shall be created or implied regardless of the cause of or reason for the Design-Builder's failure to do so.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

### **§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

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**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

## § 9.7 Failure of Payment

§ 9.7.1 If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Design-Builder under or pursuant to the Design-Build Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Design-Build Documents to the contrary, if the Design-Builder fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Design-Builder or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Design-Builder from the Owner, or issue a written notice to the Design-Builder reducing the Contract Sum by an amount equal to that which the Owner is entitled.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the

Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

**§ 9.8.4** Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

**§ 9.8.5** When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees. All warranties and guarantees required under or pursuant to the Design-Build Documents shall be assembled and delivered by the Design-Builder to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

*(Paragraph deleted)*

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.



§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel. The Design-Builder shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Owner.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

*(Paragraph deleted)*

### **ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

#### **§ 11.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### **§ 11.2 Correction of Work**

**§ 11.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### **§ 11.2.2 After Substantial Completion**

**§ 11.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to

notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

*(Paragraph deleted)*

## ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder 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.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The license granted under this section permits the Owner to authorize its 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. The license granted by this subsection shall survive termination of this Agreement unless such termination is due to the default of the Owner.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's

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licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

*(Paragraph deleted)*

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 45 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 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.

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

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the following shall be the Design-Builder's exclusive remedies:

- .1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Design-Builder in performing the Contract; and

- .3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Design-Builder be entitled to anticipated fees or profits on work not required to be performed.

## § 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

### § 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 fails to furnish the Owner with reasonable assurances satisfactory to the Owner evidencing the Design-Builder's ability to complete the Work in compliance with all the requirements of the Design-Build Documents; or
- .6 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

**§ 13.2.3 Suspension by the Owner for Convenience**

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience**

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the following shall be the Design-Builder's exclusive remedies:

- .1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Design-Builder in performing the Contract;
- .3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Design-Builder be entitled to anticipated fees or profits on work not required to be performed; and
- .4 A convenience termination fee of 3% of the remaining balance of the contract price.

*(Paragraph deleted)*

§ 13.3. Upon termination for any reason, Design-Builder shall immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Design-Builder in connection with the performance of the Contract and for which the Owner has paid, and take such action as may be necessary or as the Owner may direct for protection and preservation of the Work relating to this Design-Build Contract, and deliver all plans, drawing, specifications, and other necessary information to the Owner.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

**§ 14.1.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 14.1.2** [Intentionally omitted.]

### § 14.1.3 Notice of Claims

**§ 14.1.3.1 Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 14.1.3.1. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 14.2 shall not commence until a written notice from the claimant is received by the other party. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

**§ 14.1.3.2** [Intentionally omitted.]

**§ 14.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 14.1.6 Claims for Additional Time

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 14.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

## § 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

## § 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to litigation in a court of competent jurisdiction.

§ 14.2.6 Either party may request mediation of an initial decision at any time.

§ 14.2.6.1 [Intentionally omitted].

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## § 14.3 Mediation

§ 14.3.1 The Design-Builder and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Design-Builder and Owner.

*(Paragraphs deleted)*

## § 14.4 Arbitration

Notwithstanding any reference to arbitration contained in this Agreement, neither the Design-Builder nor the Owner shall be obligated to resolve any Claim through arbitration.

*(Paragraphs deleted)*

Init.



## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Governing Law

The Contract shall be governed by the laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.

### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

#### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

*(Paragraph deleted)*

§ 15.9 The Design-Builder shall have the right to include photographs or artistic representations of the design of the Project among the Design-Builder's promotional and professional materials upon the prior written approval of the Owner. The Design-Builder shall be given reasonable access to the completed Project to make such representations. The Design-Builder's materials shall not include the Owner's confidential or proprietary information and the Design-Builder shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Design-Builder in the Owner's promotional materials for the Project.

§ 15.10 The following persons are designated by the Design-Builder as key members of the Project Team: Project Manager – See page 5 of Design-Builder's Proposal. The Services provided by the Design-Builder are deemed to be personal in nature. The Design-Builder shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Design-Builder compel changes to this Project Team, the Design-Builder shall submit the credentials of the Design-Builder's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for

herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 15.11 The Design-Builder shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Design-Builder employs or contracts with any subcontractor or subconsultant in connection with this Agreement, the Design-Builder shall include a provision in the contract requiring the subcontractor or subconsultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 15.12 The Design-Builder and all subcontractors and subconsultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Design-Builder and all subcontractors and subconsultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Design-Builder and all subcontractors and subconsultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Design-Builder, subcontractor, and/or subconsultant if they violate these laws, regulations, or policies or this provision.

§ 15.13 The Design-Builder and all subcontractors or subconsultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 15.14 Intentionally omitted.

§ 15.15 The Design-Builder acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 15.15 The Design-Builder shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner, and provide the same to the Owner prior to construction. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

## ARTICLE 16 SCOPE OF THE AGREEMENT

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

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

Design-Builder's Proposal dated March 19, 2020 (31 pages)  
Fee Proposal for Middle School Project (undated, 1 page)  
BVH Boone Central PCD Middle School (1 page) and Preschool (1 page) Program of Spaces  
BVH Boone Central PCD Site/Floor Plan (1 page)

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

\_\_\_\_\_  
**OWNER** *(Signature)*

Nicole Hardwick Superintendent  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

Matt Thompson President  
*(Printed name and title)*

\_\_\_\_\_  
**OWNER** *(Signature)*

Tim Stopak Board President  
*(Printed name and title)*

\_\_\_\_\_

\_\_\_\_\_



Init.

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# Additions and Deletions Report for AIA<sup>®</sup> Document A141<sup>™</sup> – 2014

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 20:28:38 CT on 04/13/2020.

## PAGE 1

**AGREEMENT** made as of the 13th day of April in the year 2020

...

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

...

W.A. Klinger, L.L.C.  
2015 E. 7th Street  
P.O. Box 8800  
Sioux City, IA 51102

...

Boone Central Schools  
Middle School Addition

## PAGE 2

**C** ~~\_\_\_\_\_~~ **SUSTAINABLE PROJECTS**

...

See BVH Boone Central PCD Middle School (1 page) and Preschool (1 page) Program of Spaces

## PAGE 3

See BVH Boone Central PCD Site/Floor Plan (1 page); BVH Criteria Specifications & Technical Requirements (13 pages)

...

The addition will be approximately 16,000 SF to house middle school classrooms, a K-8 Media Center, Middle School administrative offices and support spaces. The addition will be placed in the current playground area. The playground will be relocated north of the existing school where Prairie Street is anticipated to be closed. A Mason's building north of Prairie Street is anticipated to be remodeled with a classroom addition for Preschool use. Minor remodel within the existing school building is anticipated to accommodate the middle school addition.

**§ 1.1.4** ~~The Owner's anticipated Sustainable Objective for the Project, if any:~~

~~(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If~~

*the Owner identifies a Sustainable Objective, incorporate AIA Document A141™ 2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*  
[Intentionally omitted.]

...

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.) [Intentionally omitted.]

...

\$3,750,000

...

March 19, 2020

...

Site Construction Begins – June 1, 2020

...

July 15, 2021

...

Final Completion – August 1, 2021

First Day of 21-22 School Year – August 9, 2021

**PAGE 4**

DLR Group – Pat Phelan  
6457 Frances Street, Suite 200  
Omaha, NE 68106

...

Nicole Hardwick, Superintendent  
Boone Central Schools  
605 S. 6th St.  
Albion, NE 68620  
(402) 395-2134  
nhardwick@boonecentral.esu7.org

...

BVH Architecture, 440 N. 8th Street, Suite 100, Lincoln, NE 68508

**PAGE 5**

The following shall act as the performance-criteria developer (PCD) as provided in the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. § 13-2901 through § 13-2914): BVH Architecture (Cleve Reeves), 440 N. 8th Street, Suite 100, Lincoln, NE 68508

...

Matt Thompson, President  
W.A. Klinger, L.L.C.  
2015 E. 7th Street  
P.O. Box 8800  
Sioux City, IA 51102  
(712) 233-3233

...

### **§ 1.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### **§ 1.3 Mediation**

**§ 1.3.1** The Design-Builder and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Consultant and Owner.

**§ 1.3.2** Notwithstanding any reference to arbitration contained in this Agreement, neither the Design-Builder nor the Owner shall be obligated to resolve any Claim through arbitration.

**§ 1.4.1 Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; ~~and Modifications issued after execution of this Agreement.~~ Agreement, and all other documents related to the Project, including, but not limited to, the Request for Bids or Proposals, the Design-Builder's Proposal, Change Order, Instructions to Bidder, and other documents issued by the Owner or its PCD or other Consultant. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

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**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. ~~Submittals are not Design-Build Documents unless incorporated into a Modification.~~

...

## **ARTICLE 2 – COMPENSATION AND PROGRESS PAYMENTS**

### **ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

**§ 2.1.1** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. ~~For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:~~

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

...

N/A

PAGE 7

- .1 Transportation and authorized out-of-town travel and subsistence; and
- .2 ~~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, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- .8 ~~All taxes levied on professional services and on reimbursable expenses; and~~
- .9 ~~Other Project related expenditures, if authorized in advance by the Owner.~~Project.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent ( 0 %) of the expenses incurred.

...

§ 2.1.4.1 ~~Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid (—) days after the invoice~~thirty (30) days following the Owner's receipt of an Application for Payment which is approved and signed by the Owner. Amounts unpaid after the due 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 Design-Builder.  
*(Insert rate of monthly or annual interest agreed upon.)*

~~—%—annual rate of \_\_\_\_\_ percent ( \_\_\_ %).~~

...

### ~~ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT~~

### ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

PAGE 8

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. ~~The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.~~benefit of, the Design-Builder and the Owner.

...

- .10 ~~Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any; [Intentionally omitted];~~
- .11 ~~Current Project cash flow and forecast reports; [Intentionally omitted]; and~~

...

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:



- ~~.1 — Design-Builder’s work force report;~~
  - ~~.2 — Equipment utilization report; and~~
  - ~~.3 — Cost summary, comparing actual costs to updated cost estimates. [Intentionally omitted]~~
- PAGE 10**

**ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**

**§ 3.1.17** The Design-Builder shall perform as required under this Agreement and provide to the Owner all services, duties, and obligations required of a Design-Builder or the Owner by the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. § 13-2901 through § 13-2914) and the Owner’s Design Build Contracts Policy (706.08); listed in the Owners’ Request for Proposal (RFP) For Selection of a Design-Builder; or included in the Design-Builder’s proposal documents submitted to the Owner in response to the RFP.

**ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT**  
**PAGE 11**

**§ 4.4.2** Submission of the Design-Builder’s Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed. Design-Builder shall be responsible for all extra costs for any and all changes or extra work which results from site conditions that could be observed by Design-Builder from an observation of the Project site, provided that the Owner’s Program does not materially change from its initial Request for Proposal.

**PAGE 12**

**ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

**ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT**

...

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. Owner is exempt from sales and use taxes and shall not pay any sales or use taxes under this Agreement. The Owner will provide the Design-Builder with applicable sales and use tax exemption certificates upon written request.

...

**§ 5.5.1** ~~Unless otherwise provided in the Design-Build Documents, the~~ The Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

**PAGE 13**

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are further disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder’s cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner’s determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**PAGE 14**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made

during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed. The Design-Builder shall make available to the Owner for inspection and copying the record copy of the drawings, specifications, addenda, Change Order and other Modifications upon reasonable request of the Owner and, in any event, within twenty-four (24) business hours of receipt by Design-Builder of a request from Owner for such review and/or copying. The Owner may make copies of the record copy of the drawings, specifications, addenda, Change Order, and other Modifications prior to completion of the Work at the Owner's expense.

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~~ARTICLE 6 CHANGES IN THE WORK~~  
**ARTICLE 6 CHANGES IN THE WORK**  
PAGE 16

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive. Except as permitted in Section 6.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alternations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alternations or addition to the Work, whether or not there is, in fact, any alternation or addition to the Work, shall be the basis of any claim for an increase in any amounts due under the Design-Build Documents or for a change in any time period provided for in the Design-Build Documents

...

~~A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:~~  
§ 6.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

...

- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Design-Builder shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Design-Build Documents.

...

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods: The value of the Work to be changed, added, or omitted shall be determined by the lump-sum or unit prices, if any, stipulated for such work in the Design-Build Documents. If no prices are stipulated, the value shall be determined by whichever of the following methods or combination of them the Owner may elect:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon; By adding (a) the actual net cost to the Design-Builder of labor in accordance with the established rates, including required union benefits, premiums the Design-Builder is required to pay for workers' compensation and liability insurance, actual and customary fringe benefits, and payroll taxes on such labor; and (b) the actual cost to the Design-Builder or subcontractors of materials and equipment and such other direct costs as may be approved by the Owner, less all saving, discounts, rebates, and credits, provided that discounts offered for timely payments shall only apply to the extent payment is received by Design-Builder from Owner prior to the invoice being paid by Design-Builder;

- ~~.3 Cost~~ Costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- ~~.4~~ As provided in Section 6.3.7, the parties.

In the case of omitted Work, the Owner shall have the right to withhold from payments due or become due to the Design-Builder an amount that, in the Owner's opinion, is equal to the value of such Work until such time as its value is determined by agreement.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall may be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. involved.

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§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change. [Intentionally omitted].

...

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14. Order.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive. [Intentionally omitted].

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

### **ARTICLE 7 OWNER'S RESPONSIBILITIES**

...

~~§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein, so as not to unduly delay the Design-Builder's schedules.~~

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§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to reasonably rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

...

~~§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.[Intentionally omitted].~~

~~§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with The Owner shall be permitted to communicate through the Design-Builder or directly with other persons or entities employed or retained by the Design-Builder as the Owner deems appropriate, provided that the Owner shall share the content of all such direct communication that it has with other persons or entities employed or retained by the Design-Builder.Design-Builder within a reasonable amount of time after it occurs.~~

~~§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, The Design-Builder shall furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.~~

...

~~§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals.Submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Design-Build Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute~~

approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's ~~approval~~ review of a specific item shall not indicate approval of an assembly of which the item is a component. The Owner shall notify the Design-Builder when the review is complete and the Work may commence.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner ~~discovers~~ discovers, provided that the Design-Builder acknowledges that the Owner does not have any training, education, or expertise to discover such non-conformance.

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If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order or Change Directive shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

...

**§ 8.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may ~~determine~~ determine to the extent such delay will prevent the Design-Builder from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Design-Builder is not entitled to an extension in the Contract Time under the Design-Build Documents. The Design-Builder further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been reasonably anticipated, by the Design-Builder, could not be limited or avoided by the Design-Builder's timely notice to the Owner of the delay, and is of a duration not less than one (1) day. The parties agree and acknowledge that delays of a duration of less than one (1) day have been accommodated and/or incorporated into the Design-Builder's schedules up to an agreed upon amount (i.e. the initial estimate). However, should the accumulation of delays exceed the initial estimate, the Owner and Design-Builder will review the project schedule and make adjustments as mutually agreed by the parties.

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**§ 8.2.3** ~~This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.~~ Notwithstanding anything to the contrary in the Design-Build Documents, an extension in the Design-Build Time, to the extent permitted under Section 8.2.1, shall be the sole remedy of the Design-Builder for any (1) delay in the commencement, prosecution, or completion of the Work, (2) hindrance, interference, suspension or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (items 1 through 4 herein collectively referred to in this Section 8.2.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Work, and only to the extent such acts continue after the Design-Builder furnishes the Owner with notice of such interference. In no event shall the Design-Builder be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration except for the following direct costs that are necessary to maintain the operation: SWPPP (storm water pollution prevention plan) requirements, barricades, fences, portable toilet, job trailer, demobilization fees, and remobilization fees. The Owner's exercise of any of its rights or remedies under the Design-Build Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Design-Builder's performance of the Work but may lead to changes in both the Contract Price and Contract time as provided in this Agreement.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

**§ 8.2.4** If the Design-Builder submits a schedule or progress report indicating, or otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Design-Build Documents or expiration of the Contract Time, no liability of the Owner to the Design-Builder for any failure of the Design-Builder to so complete the Work shall be created or implied regardless of the cause of or reason for the Design-Builder's failure to do so.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **PAGE 22**

~~If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.~~  
**§ 9.7.1** If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

**§ 9.7.2** If the Owner is entitled to reimbursement or payment from the Design-Builder under or pursuant to the Design-Build Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Design-Build Documents to the contrary, if the Design-Builder fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Design-Builder or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Design-Builder from the Owner, or issue a written notice to the Design-Builder reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees. All warranties and guarantees required under or pursuant to the Design-Build Documents shall be assembled and delivered by the Design-Builder to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **PAGE 25**

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel. The Design-Builder shall not use explosives or store them on Owner's property without written approval from the Owner and reasonable advance notice to the Owner.

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~~ARTICLE 11 UNCOVERING AND CORRECTION OF WORK~~

~~ARTICLE 11 UNCOVERING AND CORRECTION OF WORK~~

PAGE 27

~~ARTICLE 12 COPYRIGHTS AND LICENSES~~

~~ARTICLE 12 COPYRIGHTS AND LICENSES~~

...

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the 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 the Design-Build Documents-Project.~~ The license granted under this section permits the Owner to authorize its 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 Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.~~ The license granted by this subsection shall survive termination of this Agreement unless such termination is due to the default of the Owner.

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~~ARTICLE 13 TERMINATION OR SUSPENSION~~

~~ARTICLE 13 TERMINATION OR SUSPENSION~~

...

§ 13.1.3 If the Owner suspends the Project for more than ~~90~~45 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

...

§ 13.1.6 In the event of termination not the fault of the Design-Builder, ~~the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.~~ following shall be the Design-Builder's exclusive remedies:

- .1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Design-Builder in performing the Contract; and
- .3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Design-Builder be entitled to anticipated fees or profits on work not required to be performed.

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- .5 fails to furnish the Owner with reasonable assurances satisfactory to the Owner evidencing the Design-Builder's ability to complete the Work in compliance with all the requirements of the Design-Build Documents; or

.6 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

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§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed following shall be the Design-Builder's exclusive remedies:

- .1 Reimbursement of all actual expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Design-Builder in performing the Contract;
- .3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Design-Builder be entitled to anticipated fees or profits on work not required to be performed; and
- .4 A convenience termination fee of 3% of the remaining balance of the contract price.

#### ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 13.3. Upon termination for any reason, Design-Builder shall immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Design-Builder in connection with the performance of the Contract and for which the Owner has paid, and take such action as may be necessary or as the Owner may direct for protection and preservation of the Work relating to this Design-Build Contract, and deliver all plans, drawing, specifications, and other necessary information to the Owner.

#### ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

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§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2. [Intentionally omitted.]

...

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. ~~later~~; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with the concealed or unknown conditions, once such claim is recognized, and shall cooperate with the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this Section 14.1.3.1. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in this Section 14.2 shall not commence until a written notice from the claimant is received by the other party. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply. [Intentionally omitted.]

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§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject



to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution litigation in a court of competent jurisdiction.

§ 14.2.6 Either party may file for request mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1, time.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. [Intentionally omitted].

...

§ 14.3.1 ~~Claims, disputes, or other matters in controversy~~ The Design-Builder and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to ~~the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~ this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Design-Builder and Owner.

§ 14.3.2 The parties shall endeavor to resolve their Claims 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 Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

Notwithstanding any reference to arbitration contained in this Agreement, neither the Design-Builder nor the Owner shall be obligated to resolve any Claim through arbitration.

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim 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 the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 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 would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose 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.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

~~§ 14.4.3~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### ~~§ 14.4.4 Consolidation or Joinder~~

~~§ 14.4.4.1~~ 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).

~~§ 14.4.4.2~~ 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.

~~§ 14.4.4.3~~ The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

~~The Contract 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 14.4-laws of the State of Nebraska. Any litigation shall be conducted in the state or federal court that has jurisdiction over the county in which the Project is located.~~

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### **ARTICLE 16 SCOPE OF THE AGREEMENT**

~~§ 15.9~~ The Design-Builder shall have the right to include photographs or artistic representations of the design of the Project among the Design-Builder's promotional and professional materials upon the prior written approval of the Owner. The Design-Builder shall be given reasonable access to the completed Project to make such representations. The Design-Builder's materials shall not include the Owner's confidential or proprietary information and the Design-Builder shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Design-Builder in the Owner's promotional materials for the Project.

~~§ 15.10~~ The following persons are designated by the Design-Builder as key members of the Project Team: Project Manager – See page 5 of Design-Builder's Proposal. The Services provided by the Design-Builder are deemed to be personal in nature. The Design-Builder shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Design-Builder compel changes to this Project Team, the Design-Builder shall submit the credentials of the Design-Builder's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

~~§ 15.11~~ The Design-Builder shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Design-Builder employs or contracts with any subcontractor or subconsultant in connection with this Agreement, the Design-Builder shall include a provision in the contract requiring the subcontractor or subconsultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

~~§ 15.12~~ The Design-Builder and all subcontractors and subconsultants, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Design-Builder and all subcontractors

and subconsultants, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Design-Builder and all subcontractors and subconsultants, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Design-Builder, subcontractor, and/or subconsultant if they violate these laws, regulations, or policies or this provision.

§ 15.13 The Design-Builder and all subcontractors or subconsultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 15.14 Intentionally omitted.

§ 15.15 The Design-Builder acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 15.15 The Design-Builder shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the Owner, and provide the same to the Owner prior to construction. The Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

**ARTICLE 16 SCOPE OF THE AGREEMENT**  
**PAGE 35**

Design-Builder's Proposal dated March 19, 2020 (31 pages)  
Fee Proposal for Middle School Project (undated, 1 page)  
BVH Boone Central PCD Middle School (1 page) and Preschool (1 page) Program of Spaces  
BVH Boone Central PCD Site/Floor Plan (1 page)

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Nicole Hardwick Superintendent

Matt Thompson President

...

OWNER (Signature)

Tim Stopak Board President  
*(Printed name and title)*

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

**AIA® Document D401™ – 2003**

I, Steve Williams, 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 20:28:38 CT on 04/13/2020 under Order No. 2631405231 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, 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)*



# AIA<sup>®</sup> Document A141<sup>™</sup> – 2014 Exhibit A

## Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141<sup>™</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 13th day of April in the year 2020 (the "Agreement")  
*(In words, indicate day, month and year.)*

**for the following PROJECT:**

*(Name and location or address)*

Boone Central Schools  
Middle School Addition

**THE OWNER:**

*(Name, legal status and address)*

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

**THE DESIGN-BUILDER:**

*(Name, legal status and address)*

W.A. Klinger, L.L.C.  
2015 E. 7<sup>th</sup> Street  
P.O. Box 8800  
Sioux City, IA 51102

The Owner and Design-Builder hereby amend the Agreement as follows.

**TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

**ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

*(Check the appropriate box.)*

Stipulated Sum, in accordance with Section A.1.2 below  
*(Paragraphs deleted)*

**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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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**§ A.1.2 Stipulated Sum**

**§ A.1.2.1** The Stipulated Sum shall be ( \$ ), subject to authorized adjustments as provided in the Design-Build Documents.

**§ A.1.2.2** The Stipulated Sum includes the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner and Design-Builder:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

**§ A.1.2.3** The Stipulated Sum includes an estimated amount of \_\_\_\_\_ for unit prices for the following described items:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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Prices for these items may be adjusted based on the quantities actually used on the Project as verified and accepted by the Owner:

*(Paragraphs deleted)*

**§ A.1.3** Intentionally omitted.

**§ A.1.4** Intentionally omitted.

*(Paragraphs deleted)*

*(Table deleted)*

**§ A.1.5 Payments**

**§ A.1.5.1 Progress Payments**

**§ A.1.5.1.1** Prior to the submission of any Applications for Payment, the Design-Builder shall submit for approval a schedule of values with respective quantities. The schedule of values shall allocate the contract amount among the various portions of the Design-Builder’s work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

**§ A.1.5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ A.1.5.1.3** Provided that an Application for Payment is received not later than the 1st day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 25th day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Owner receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ A.1.5.1.4** Intentionally omitted.

**§ A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder’s Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy

as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. In addition to the other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (1) A current sworn statement from the Design-Builder setting forth all contractors, subcontractors, and material suppliers with whom the Design-Builder has contracted or subcontracted, the amount of each contract or subcontract, the amount requested for any contractor, subcontractor, or material supplier in the Application for Payment, and the amount to be paid by the Design-Builder from such progress payment to contractors, subcontractors, and material suppliers, provided that the Design-Builder shall only be required to submit such a sworn statement when (1) the amount of the expenditure (either cumulatively or individually) exceeds \$25,000 or (2) the Owner specifically requests such documentation. In its sole discretion, the Owner shall be entitled to pay directly any or all of the Design-Builder's contractors, subcontractors and material suppliers and charge those payments against the Contract Sum. In the event the amounts paid by Owner to Design-Builder's contractors, subcontractors, and material suppliers exceed the amounts remaining due under the Design-Build Contract to Design-Builder then Owner shall be entitled to collect from Design-Builder those amounts.
- (2) Commencing with the second Application for Payment submitted by a Contractor, receipts from all contractors, subcontractors, material suppliers, and, when appropriate, lower-tier subcontractors, acknowledging receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities.
- (3) Such other information, documentation, and materials as the Owner, the Architect, the Owner's lender, or the title insurer may require.
- (4) If at any time there shall be evidence of a claim which, if established, the Owner might become liable, and that is for Work within the scope of this Design-Build Contract, or if the Design-Builder shall incur any liability to the Owner, or the Owner shall have any claim or demand against the Design-Builder of any kind or for any reason, whether reduced to judgment or award, the Owner shall have the right to retain out of any payment due, or to become due under this Agreement, or any other agreement between the Owner and the Design-Builder, an amount sufficient to indemnify the Owner against any claim, or to fully satisfy such liability, claim or demand. The Owner shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees and expenses. Should any claim develop after all payments are made hereunder, the Design-Builder shall refund those to the Owner within ten (10) days of demand therefor all monies that the Owner shall be compelled to pay in discharging or satisfying such claims and all costs, including reasonable attorneys' fees incurred in collecting said monies from the Design-Builder. Owner shall have the right in its sole judgment to satisfy or file a bond to discharge a claim and to deduct all amounts paid to satisfy or discharge a claim plus Owners' attorneys' fees and expenses from any amounts remaining due under the Design-Build Contract to Design-Builder or to collect from Design-Builder those amounts to the extent those amounts exceed the amount remaining in the Contract Sum.
- (5) No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be acceptance of defective work or improper materials.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ A.1.5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.1.8** Except as hereinafter provided, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Design-Build Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of

(1) any of the Owners rights to retainage in connection with other payments to the Design-Builder or (2) any other right or remedy that the Owner has under the Design-Build Documents, at law or in equity.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

**§ A.1.5.2.1** Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ A.1.5.2.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 10% on the Work, except as otherwise required by law. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 10%, except as otherwise required by law;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

**§ A.1.5.2.3** The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

**§ A.1.5.2.4** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

**§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee**

**§ A.1.5.3.1** Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

**§ A.1.5.3.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2 Add the Design-Builder's Fee, less retainage of 10%, except as otherwise required by law. The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of 10%, except as otherwise required by law, from that portion of the Work that the Design-Builder self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;



- .5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

*(Paragraphs deleted)*

§ A.1.5.4 Intentionally omitted.

**§ A.1.5.5 Final Payment**

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment. Final payment is further subject to the Owner's prior receipt from the Design-Builder of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties, and bonds related to the Work, and assignments of all guarantees and warranties from contractors, subcontractors, vendors, suppliers, or manufacturers, all as required by the Design-Build Documents.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 60 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than ( ) days from the date of this Amendment, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

§ A.2.3 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Design-Builder that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Design-Builder's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely

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difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Design-Builder that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Design-Builder to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Design-Builder if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

**§ A.2.4** It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Design-Builder a sum equal to \$1000.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

**§ A.2.5** Timely Final Completion is an essential condition of this Agreement, Design-Builder agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Design-Builder agree that should Design-Builder fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Design-Builder and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500.00 per day. Owner may deduct from the Final Payment made to Design-Builder, or, if sufficient funds are not available, then Design-Builder shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

**§ A.2.6** Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Design-Builder for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**§ A.3.1.2** The Specifications:  
*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

Section	Title	Date	Pages
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**§ A.3.1.3** The Drawings:  
*(Either list the drawings here or refer to an exhibit attached to this Amendment.)*

Number	Title	Date
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**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

**Title**

**Date**

**Pages**

*Other identifying information:*

All other documents referenced in and incorporated into the Contract and the Design-Build Documents.

**§ A.3.1.5** Allowances and Contingencies:

*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

.1 Allowances

.2 Contingencies

**§ A.3.1.6** Design-Builder's assumptions and clarifications:

**§ A.3.1.7** Deviations from the Owner's Criteria as adjusted by a Modification:

**§ A.3.1.8** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**§ A.4.1** The Design-Builder's key personnel are identified below:

*(Identify name, title and contact information.)*

.1 Superintendent

.2 Project Manager

.3 Others

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§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

§ A.4.2 The Design-Builder shall not remove or replace its superintendent, project manager, Consultants, Contractors or suppliers without Owner's approval other than in the event of the death or incapacitation of an individual superintendent, project manager, Consultant, Contractor, or supplier.

**ARTICLE A.5 COST OF THE WORK**

**§ A.5.1 Cost To Be Reimbursed as Part of the Contract**

**§ A.5.1.1 Labor Costs**

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Intentionally omitted.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Intentionally omitted.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

**§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the

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purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions and Project websites.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

#### § A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 The Owner is a tax-exempt entity under state and/or federal law. Owner will provide Design-Builder with tax-exempt status documentation upon request.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes directly resulting from the Owner's actions and decisions.

§ A.5.1.5.8 Intentionally omitted.

§ A.5.1.5.9 Intentionally omitted.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

### § A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

### § A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1 unless such personnel perform Work for the Project;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Delay or damages claims except as provided otherwise in the A141.
- .9 Storage costs, unless with prior written Owner approval.
- .10 All costs intentionally deleted from Sections 5.2.1 through 5.2.9 above, including subsections.

### § A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Design-Builder shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Design-Build Documents, and any such discounts, rebates and refunds shall accrue to the Owner, subject to Owner paying Design-Builder in advance of such payments/invoices becoming due in time to get the discount.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### § A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of

the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of five years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Superintendent  
*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA® Document A141™ – 2014 Exhibit A

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 12:27:37 CT on 04/13/2020.

## PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 13th day of April in the year 2020 (the "Agreement")

...

Boone Central Schools  
Middle School Addition

...

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

...

*(Name, legal status and address)*

W.A. Klinger, L.L.C.  
2015 E. 7th Street  
P.O. Box 8800  
Sioux City, IA 51102

...

- Stipulated Sum, in accordance with Section A.1.2 below  
 Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below  
 Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

*(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)*

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§ A.1.2.2 The Stipulated Sum ~~is based upon~~ includes the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the ~~Owner~~ Owner and Design-Builder:

...

§ A.1.2.3 ~~Unit prices, if any:~~ The Stipulated Sum includes an estimated amount of \_\_\_\_\_ for unit prices for the following described items:



...

Prices for these items may be adjusted based on the quantities actually used on the Project as verified and accepted by the Owner:

**~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~**

~~§ A.1.3.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.3.2~~ The Design-Builder's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)*

**~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~**

~~§ A.1.4.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.4.2~~ The Design-Builder's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*

**~~§ A.1.4.3 Guaranteed Maximum Price~~**

~~§ A.1.4.3.1~~ The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed ~~(\$ )~~, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design-Builder is to participate in any savings.)*

**~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide information below or reference an attachment.)*

~~§ A.1.4.3.3~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

~~§ A.1.4.3.4~~ Unit Prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

~~§ A.1.3~~ Intentionally omitted.

~~§ A.1.4~~ Intentionally omitted.

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ A.1.4.3.5~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

...

§ **A.1.5.1.1** Prior to the submission of any Applications for Payment, the Design-Builder shall submit for approval a schedule of values with respective quantities. The schedule of values shall allocate the contract amount among the various portions of the Design-Builder's work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

...

§ **A.1.5.1.3** Provided that an Application for Payment is received not later than the 1st day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 25th day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Owner receives the Application for Payment.

...

§ **A.1.5.1.4** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. Intentionally omitted.

§ **A.1.5.1.5** With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. In addition to the other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (1) A current sworn statement from the Design-Builder setting forth all contractors, subcontractors, and material suppliers with whom the Design-Builder has contracted or subcontracted, the amount of each contract or subcontract, the amount requested for any contractor, subcontractor, or material supplier in the Application for Payment, and the amount to be paid by the Design-Builder from such progress payment to contractors, subcontractors, and material suppliers, provided that the Design-Builder shall only be required to submit such a sworn statement when (1) the amount of the expenditure (either cumulatively or individually) exceeds \$25,000 or (2) the Owner specifically requests such documentation. In its sole discretion, the Owner shall be entitled to pay directly any or all of the Design-Builder's contractors, subcontractors and material suppliers and charge those payments against the Contract Sum. In the event the amounts paid by Owner to Design-Builder's contractors, subcontractors, and material suppliers exceed the amounts remaining due under the Design-Build Contract to Design-Builder then Owner shall be entitled to collect from Design-Builder those amounts.
- (2) Commencing with the second Application for Payment submitted by a Contractor, receipts from all contractors, subcontractors, material suppliers, and, when appropriate, lower-tier subcontractors, acknowledging receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities.
- (3) Such other information, documentation, and materials as the Owner, the Architect, the Owner's lender, or the title insurer may require.

- (4) If at any time there shall be evidence of a claim which, if established, the Owner might become liable, and that is for Work within the scope of this Design-Build Contract, of if the Design-Builder shall incur any liability to the Owner, or the Owner shall have any claim or demand against the Design-Builder of any kind or for any reason, whether reduced to judgment or award, the Owner shall have the right to retain out of any payment due, or to become due under this Agreement, or any other agreement between the Owner and the Design-Builder, an amount sufficient to indemnify the Owner against any claim, or to fully satisfy such liability, claim or demand. The Owner shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees and expenses. Should any claim develop after all payments are made hereunder, the Design-Builder shall refund those to the Owner within ten (10) days of demand therefor all monies that the Owner shall be compelled to pay in discharging or satisfying such claims and all costs, including reasonable attorneys' fees incurred in collecting said monies from the Design-Builder. Owner shall have the right in its sole judgment to satisfy or file a bond to discharge a claim and to deduct all amounts paid to satisfy or discharge a claim plus Owners' attorneys' fees and expenses from any amounts remaining due under the Design-Build Contract to Design-Builder or to collect from Design-Builder those amounts to the extent those amounts exceed the amount remaining in the Contract Sum.
- (5) No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be acceptance of defective work or improper materials.

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§ A.1.5.1.8 Except as hereinafter provided, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Design-Build Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (1) any of the Owners rights to retainage in connection with other payments to the Design-Builder or (2) any other right or remedy that the Owner has under the Design-Build Documents, at law or in equity.

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ 10% on the Work, except as otherwise required by law. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%);~~ 10%, except as otherwise required by law;

...

- .2 Add the Design-Builder's Fee, less retainage of ~~percent (—%)~~ 10%, except as otherwise required by law. The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of ~~percent (—%)~~ 10%, except as otherwise required by law, from that portion of the Work that the Design-Builder self-performs;

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**§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the**

Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ A.1.5.4.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~.1~~ Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- ~~.2~~ Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- ~~.3~~ Add the Design-Builder's Fee, less retainage of ~~—~~ percent (~~—~~%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~.4~~ Subtract retainage of ~~—~~ percent (~~—~~%) from that portion of the Work that the Design-Builder self-performs;
- ~~.5~~ Subtract the aggregate of previous payments made by the Owner;
- ~~.6~~ Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~.7~~ Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

**§ A.1.5.4.3** The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

**§ A.1.5.4** Intentionally omitted.

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment. Final payment is further subject to the Owner's prior receipt from the Design-Builder of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties, and bonds related to the Work, and assignments of all guarantees and warranties from contractors, subcontractors, vendors, suppliers, or manufacturers, all as required by the Design-Build Documents.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within ~~30~~60 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

...

**§ A.2.3** Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Design-Builder that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Design-Builder's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner

and Design-Builder that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Design-Builder to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Design-Builder if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ A.2.4 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Design-Builder a sum equal to \$1000.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ A.2.5 Timely Final Completion is an essential condition of this Agreement, Design-Builder agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Design-Builder agree that should Design-Builder fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Design-Builder and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500.00 per day. Owner may deduct from the Final Payment made to Design-Builder, or, if sufficient funds are not available, then Design-Builder shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ A.2.6 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Design-Builder for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

**PAGE 7**

All other documents referenced in and incorporated into the Contract and the Design-Build Documents.

**PAGE 8**

§ A.4.2 The Design-Builder shall not remove or replace its superintendent, project manager, Consultants, Contractors or suppliers without Owner's approval other than in the event of the death or incapacitation of an individual superintendent, project manager, Consultant, Contractor, or supplier.

...

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Intentionally omitted.

...

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval. Intentionally omitted.

**PAGE 9**

~~§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office. reproductions and Project websites.~~

...

~~§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable. The Owner is a tax-exempt entity under state and/or federal law. Owner will provide Design-Builder with tax-exempt status documentation upon request.~~

...

~~§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents directly resulting from the Owner's actions and decisions.~~

~~§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work. Intentionally omitted.~~

~~§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work. Intentionally omitted.~~

PAGE 10

~~.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1; Section A.5.1.1 unless such personnel perform Work for the Project;~~

...

~~.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~

...

~~.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be ~~exceeded~~. exceeded;~~

~~.8 Delay or damages claims except as provided otherwise in the A141.~~

~~.9 Storage costs, unless with prior written Owner approval.~~

~~.10 All costs intentionally deleted from Sections 5.2.1 through 5.2.9 above, including subsections.~~

...

~~§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained. Design-Builder shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Design-Build Documents, and any such discounts, rebates and refunds shall accrue to the Owner, subject to Owner paying Design-Builder in advance of such payments/invoices becoming due in time to get the discount.~~

PAGE 11

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of ~~three~~ five years after final payment, or for such longer period as may be required by law.

...

Superintendent

---



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

**AIA® Document D401™ – 2003**

I, Steve Williams, 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 12:27:37 CT on 04/13/2020 under Order No. 2631405231 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, 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)*

---

*(Title)*

---

*(Dated)*





**AIA**<sup>®</sup>

# Document A141™ – 2014 Exhibit B

## Insurance and Bonds

**for the following PROJECT:**

*(Name and location or address)*

Boone Central Schools  
Middle School Addition

**THE OWNER:**

*(Name, legal status and address)*

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

**THE DESIGN-BUILDER:**

*(Name, legal status and address)*

W.A. Klinger, L.L.C.  
2015 E. 7<sup>th</sup> Street  
P.O. Box 8800  
Sioux City, IA 51102

**THE AGREEMENT**

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 13th day of April in the year 2020 .

*(In words, indicate day, month and year.)*

**TABLE OF ARTICLES**

- B.1 GENERAL**
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS**
- B.3 OWNER'S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

**ARTICLE B.1 GENERAL**

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the greater insurance requirement will prevail.

**ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS**

§ **B.2.1** The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

**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.

Init.

/

*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.2.1.1 Commercial General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$5,000,000 in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$5,000,000 policy limit.

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. N/A

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than \$1,000,000 per claim and \$5,000,000 in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability, including excess an commercial umbrella liability coverage. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner. Design-Builder shall also require its subcontractors to provide additional insured coverage for the Owner and the Owner's consultants and contractors, with insurance reasonably satisfactory to the Owner and as applicable to the Design-Builder for additional insured coverage. If the additional insures have other insurance that is applicable to the loss (including but not limited to builders risk insurance), such other insurance shall be on an excess

Init.

or contingent basis. The amount of the insurer's liability under the Design-Builder's or subcontractors' insurance policies shall not be reduced by the existence of such other insurance.

**§ B.2.1.10 Certificates of Insurance.** The Design-Builder shall provide to the Owner certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by the Agreement and thereafter upon renewal or replacement of such coverage. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

**§ B.2.1.11** The Design-Builder hereby agrees to maintain the insurance described in this Article during the term hereof. If the Design-Builder fails to furnish and maintain the insurance required by this Article, the Owner may purchase such insurance on behalf of the Design-Builder, and the Design-Builder shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

**§ B.2.1.12** The Design-Builder agrees to require Subcontractors to comply with the insurance provisions required of the Design-Builder pursuant to this Agreement unless the Design-Builder and Owner mutually agree to modify these requirements for Subcontractors whose work is of relatively small scope, provided that: Subcontractor policy limits shall be \$1,000,000 per claim and \$1,000,000 in the aggregate, and Subcontractors shall not be required to provide any Pollution Liability Policy. The Design-Builder agrees that it will contractually obligate its Subcontractors to advise Design-Builder promptly of any changes or lapses of the requisite insurance coverages and Design-Builder agrees to promptly advise Owner of any such notices Design-Builder receives from its Subcontractors. The Design-Builder agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Design-Builder is required to do so as provided in this Agreement. The Design-Builder assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

**§ B.2.1.13** The Design-Builder shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve it of any contractual obligation to provide any required coverage.

## **§ B.2.2 Performance Bond and Payment Bond**

*(Table deleted)*

*(Paragraphs deleted)*

**§ B.2.2.1** The Design-Builder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Design-Builder's usual source, and the cost thereof shall be included in the Cost of Work. The amount of each bond shall be equal to 100% of the Contract Sum.

**§ B.2.2.2** The Design-Builder shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site. **§ B.2.2.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

## **ARTICLE B.3 OWNER'S INSURANCE**

### **§ B.3.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 **Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ **B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ **B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ **B.3.2.7 Waivers of Subrogation.** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ **B.3.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ **B.3.2.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ **B.3.2.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

# Additions and Deletions Report for AIA® Document A141™ – 2014 Exhibit B

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 12:27:30 CT on 04/13/2020.

## PAGE 1

Boone Central Schools  
Middle School Addition

...

Boone Central Schools, a/k/a Boone County School District 06-0001  
605 S. 6th St.  
Albion, NE 68620

...

W.A. Klinger, L.L.C.  
2015 E. 7th Street  
P.O. Box 8800  
Sioux City, IA 51102

...

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 13th day of April in the year 2020.

...

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the ~~provision in this Exhibit~~ greater insurance requirement will prevail.

## PAGE 2

§ **B.2.1.1** Commercial General Liability with policy limits of not less than (~~\$~~)\$1,000,000 for each occurrence and (~~\$~~)\$5,000,000 in the aggregate providing coverage for claims including

...

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than (~~\$~~)\$1,000,000 per claim and (~~\$~~)\$5,000,000 in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

...

§ **B.2.1.5** Employers' Liability with policy limits ~~as provided below:~~

of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$5,000,000 policy limit.

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$—)~~ \$1,000,000 per claim and ~~(\$—)~~ \$5,000,000 in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than ~~(\$—)~~ \$1,000,000 per claim and ~~(\$—)~~ \$5,000,000 in the aggregate.

...

§ B.2.1.9 **Additional Insured Obligations.** The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution ~~Liability~~. Liability, including excess commercial umbrella liability coverage. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner. Design-Builder shall also require its subcontractors to provide additional insured coverage for the Owner and the Owner's consultants and contractors, with insurance reasonably satisfactory to the Owner and as applicable to the Design-Builder for additional insured coverage. If the additional insureds have other insurance that is applicable to the loss (including but not limited to builders risk insurance), such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under the Design-Builder's or subcontractors' insurance policies shall not be reduced by the existence of such other insurance.

§ B.2.1.10 **Certificates of Insurance.** The Design-Builder shall provide to the Owner certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by ~~Section 9.10.2 of the Agreement~~ and thereafter upon renewal or replacement of such ~~coverage until the expiration of the time required by Section B.2.1.1 coverage.~~ The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.1.11 The Design-Builder hereby agrees to maintain the insurance described in this Article during the term hereof. If the Design-Builder fails to furnish and maintain the insurance required by this Article, the Owner may purchase such insurance on behalf of the Design-Builder, and the Design-Builder shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§ B.2.1.12 The Design-Builder agrees to require Subcontractors to comply with the insurance provisions required of the Design-Builder pursuant to this Agreement unless the Design-Builder and Owner mutually agree to modify these requirements for Subcontractors whose work is of relatively small scope, provided that: Subcontractor policy limits shall be \$1,000,000 per claim and \$1,000,000 in the aggregate, and Subcontractors shall not be required to provide any Pollution Liability Policy. The Design-Builder agrees that it will contractually obligate its Subcontractors to advise Design-Builder promptly of any changes or lapses of the requisite insurance coverages and Design-Builder agrees to promptly advise Owner of any such notices Design-Builder receives from its Subcontractors. The Design-Builder agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Design-Builder is required to do so as provided in this Agreement. The Design-Builder assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ B.2.1.13 The Design-Builder shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve it of any contractual obligation to provide any required coverage.

The Design-Builder shall provide surety bonds as follows:  
(Specify type and penal sum of bonds.)

**Type**

**Penal Sum (\$0.00)**

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made. The Design-Builder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Design-Builder's usual source, and the cost thereof shall be included in the Cost of Work. The amount of each bond shall be equal to 100% of the Contract Sum.

§ B.2.2.2 The Design-Builder shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site. § B.2.2.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.



## REQUEST FOR ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

PROJECT NAME	<i>Boone Central Addition</i>	
PROJECT NO.	<i>00-10201-18</i>	DATE: <i>04/08/2020</i>
OWNER	<i>Boone Central Schools</i>	
ADDRESS	<i>605 S 6th St, Albion, NE 68620</i>	
OWNER REPRESENTATIVE:	<i>Contact: Nicole Hardwick</i>	PHONE: <i>(402) 395-2134</i>
	<i>Email: nhardwick@boonecentral.esu7.</i>	

PROPOSING SURVEYING CO.: JEO Consulting Group, Inc.  
 Contact (Name and email): Thomas Krueger Email: tkrueger@jeo.com  
 Requested Proposal Return Date: **4/10/2020**

**AREA(S) TO BE SURVEYED**

As shown on the attached plan. Surveyor shall contact Owner's Representative for right of entry.

**LEGAL DESCRIPTION**

605 S 6th St, Albion, NE 68620- S22 T20N R6W

**REQUESTED SURVEY AND TOPOGRAPHIC INFORMATION**

**YES**      **NO**

1	<u>ALTA/NSPS LAND TITLE SURVEY(S)</u> : Provide for each of the designated areas in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. Costs for the ALTA/NSPS Land Title Surveys should include any necessary title searches required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<u>BENCH MARKS</u> : Provide two or more permanent Bench Marks if area is over two acres and/or elevation differential is over 25 feet. Set a Bench Mark on two sides (minimum) and/or at relative high and low elevation areas. Elevations shall be based on the U.S.G.S. datum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<u>GROUND ELEVATIONS</u> Obtain ground elevations as required for accuracy. Show top of curb and pavement surface elevations on the Drawing. Aerial photogrammetric techniques are <b>not</b> allowed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<u>CONTOURS</u> : Show accurately at intervals of one foot max on gentle slopes, two feet max on moderate slopes, and 5 feet max on steep slopes (flat areas may require contour intervals at 3 to 6 inches to show existing conditions).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<u>LATITUDE &amp; LONGITUDE</u> : Establish and show a grid to the nearest second.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	<u>PROPERTY CORNERS</u> : Locate and stake with permanent iron pin.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	<u>PROPERTY LINE BEARINGS</u> : Establish property line bearings within the survey limits. Bearings shall coincide with prior abstracts or if none, the adjacent land surveys of record. The tolerance of dimensions, closures, and acreage shall be a minimum as required by the local governing survey authority.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	<u>GROUND FEATURES</u> : Locate all above ground features. Extend survey limits to include the full width of rights-of-way and a minimum of 25 feet of adjacent property (50 feet if commercial). Extend survey limits to show existing surface drainage. Ground features shall include, but not be limited to, the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A. Buildings, including structural stoops, storage buildings, etc. to exterior face of building at existing grade, and including exterior building wall dimensions at ground level.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B. Pavements, including drives, roads and sidewalks. Include pavement material. Include gravel drives and parking areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	i. In areas indicated, include parking stall striping and designated ADA parking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	ii. In areas indicated, include concrete pavement joint pattern	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	C. Site features. Stairs and ADA ramps (with railings), walls, fencing, benches, signs, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D. Trees, shrubs and landscaping areas. For large mass grouping of trees, a surrounding tree mass is acceptable. For individual trees, location of center and approximate tree diameter is required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	E. Water features, springs, ponds, lakes or streams bordering or running through the site.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## SURVEY REQUEST FORM



		YES	NO
9	<u>FINISH FLOOR ELEVATIONS:</u> Show for existing buildings including basements. Provide floor elevations at each building entrance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	<u>UTILITIES OF RECORD:</u> Include all information shown on previous surveys, previous construction drawings or "As Built" drawings and those utilities found in the field, including, but not limited to:		
	A. Sanitary and storm sewer: sizes, location, manholes and inlets, with all invert elevations of entering and exiting pipes and cover elevations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	B. Water supply and service lines: sizes, location, valves and line pressure (when available).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	C. Gas supply and service lines: sizes, location, meter locations, valves, regulators, and line pressure (when available).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	D. Lighting, power, telephone, fiber, cable TV and other communication lines: power and light pole locations and elevations, size, location of electrical and communication appurtenances (i.e. boxes, transformers, switches, manholes, etc).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	E. Surveyor shall contact One-Call or all utility companies for field staking and location of underground utilities as a standard practice. Fees associated with field staking by utility companies shall be included in the "not to exceed" survey cost.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	F. Available existing drawings will be provided for identifying locations of private utilities not located by utility companies for inclusion on the survey. Prior to completion of the survey, the surveyor shall meet with the Owner's maintenance staff to confirm existing utility information, to review existing drawings and to go over utility information found in the field.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	<u>EASEMENTS:</u> Reference disputed boundaries and encroachments to the property lines. Surveyor shall request easement information in writing from the utility companies. Also, surveyors shall contact the Owner and obtain the latest title abstract, if available, and show all easements recorded in the abstract. Also, if easements are shown on previous surveys or plans made available during research of the Owner's record drawings, these easements shall be shown also. The surveyor shall record on the drawing where the easement information was obtained, i.e.: utility company, abstract, drawing dated _____.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	<u>PROPERTY DESCRIPTION AND SURVEYOR'S CERTIFICATE:</u> Furnish description and certificate to the Architect-Engineer. File one copy with the local surveying authority.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	<u>DRAWING SCALE:</u> 1" = 30.00'	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	<u>PLAN ORIENTATION:</u> Orient North to the top of the sheet, unless rotating the north arrow is advantageous in plotting the site areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	<u>SHEET FORMAT:</u> Sheet size shall be <b>30 x 42</b> . Use the surveyor's standard frame, with the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	A. Project Name shall be: <b>Boone Central Addition</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	B. Sheet Titles shall be <b>C0.1 Site Topographic Survey</b> , additional sheet numbers shall be C0.2, C0.3 etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	B. Include a Space for the DLR Group Project Number: <b>XXXXX</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	C. Provide graphic scale and legend for all symbols used on the survey.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	<u>SEAL:</u> Seal and signature of a Registered Land Surveyor (registered with the state where the survey is performed) shall appear on all descriptions, certificates, and surveys.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	<u>FLOODPLAIN LIMITS:</u> Include floodplain and/or floodway limits from current FEMA maps with corresponding floodplain/ floodway elevations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	<u>UTILITY COMPANIES:</u> Provide names, addresses, representatives, and phone numbers for each utility on-site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	<u>SURVEYING WETLANDS:</u> Wetland delineation by others, if required. Include flagged locations of wetland areas on the survey. Coordinate with Environmental Consultant. Environmental Consultant: Not Applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## SURVEY REQUEST FORM



		<b>YES</b>	<b>NO</b>
20	<u>ZONING</u> : of the property shall be checked and a copy of zoning regulations submitted to the Architect-Engineer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	<u>DEVIATIONS</u> : The surveyor shall acknowledge with the proposal any deviations anticipated, i.e. addition or deletion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22	<u>ALTA/ ACSM LAND TITLE &amp; TOPO SURVEY COST/ ESTIMATED TIME</u> <i>(Please fill in amount and estimated time to complete ALTA survey area and additional scope identified herein beyond a typical ALTA Survey)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Cost for ALTA/ACSM Land Title & TOPO Survey Area shall not exceed \$ 5,300 _____.		
	Completion after Notice to Proceed: <u> 30 </u> working days (predicated upon suitable weather).		
23	CADD Drawings shall be in accordance with the following CADD Survey Drawing Exchange requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	A. Only information contained on the plotted survey shall be included in CADD drawings. All other information shall be erased with resulting unused blocks and layers thoroughly purged from the files.		
	B. Drawing files should be purged of all unused blocks and layers. If frozen layers are not to be used, they must be deleted and purged. If they are to be used, they are to be turned on. Layer 0 should be empty.		
	C. Drawings shall not be saved in a "zoomed in" condition. They shall be saved to show the extent of the drawing when redrawn. Graphics outside these shall be erased.		
	D. Drawings shall be saved in AutoCAD.dwg format, in AutoCAD Release 2016 or compatible version. If the survey is created in Civil 3D, provide a LandXML file for the existing topography surface.		
	E. Provide a full-size plot in AdobePdf format, including surveyor's signature and seal.		
	F. Delivery of drawing files shall be emailed to the DLR Group representative's attention at the email address provided.		
	G. The following information shall accompany the AutoCAD drawing files:		
	i. For specialty linetypes, provide any and all customized acad.line or *.shx files utilized.		
	ii. An explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines. This includes any user definable fields permitted by the guidelines.		
	iii. A descriptive list of blocks and whether they contain attribute data. Extraneous block not used in the drawing shall be deleted and purged from the file.		
	iv. If non-standard fonts are used, *.shx files must be included.		

## SURVEY REQUEST FORM



**Please fill in No. 22 above, the agreement information below and the professional liability insurance information below.**

We agree to complete the requested survey in accordance with all the indicated information included on this form (with noted exceptions).\*

Company: JEO Consulting Group

Printed Name: Joshua D. Borchers

State & Reg. No.: Nebraska LS 766

Signature: 

Date: April 9, 2020

Complete this request and forward one signed pdf copy to:

**DLR Group, inc**  
Attn: Lana Bayless, [lbayless@dlrgroup.com](mailto:lbayless@dlrgroup.com)  
6457 Frances Street, Suite 200  
Omaha, NE 68106

Requested By: Lana Bayless

Signature: 

Date: 04/08/2020

**Professional Liability Insurance:**

Company: Inspro Insurance

Address: PO Box 336, Wahoo, NE 68066

Amount: 3,000,000

Upon approval, invoice as follows:

Send invoice, addressed to the Owner (to Nicole Hardwick attention), along with delivery of the topographic survey to DLR Group (Attn: Lana Bayless). Upon review of the topographic survey, DLR Group will forward the invoice to the Owner for payment.

\* Payment shall occur upon receipt from funding agency

**APPROVAL:**

Approved by (Printed Name):

Signature:

Date:

**Additional Items of Note:**

The ALTA requirements were removed from the scope following a phone conversation with Teresa Blankman on Wednesday April 8, 2020.

The timeframe in which to complete the survey is dependent on the availability to coordinate with the Boone County Courthouse for deed and survey research.

**SURVEY REQUEST FORM**

