

**KILLDEER PUBLIC SCHOOL BOARD
REGULAR MEETING
BOARD ROOM
WEDNESDAY, FEBRUARY 12, 2025, 5:30 PM**



AGENDA

1. Call to Order
 - A. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment
4. Consent Agenda
 - A. Minutes from January 8, 2025 Regular Meeting

Killdeer Public School District No. 16

Administration

Jeff Simmons, Superintendent
Brady Wilz, HS Principal
Andrew Cook, Elem Principal
Rhonda Zastoupil, Business Manager



School Board

Levi Bang, President
Kelli Schollmeyer, Vice-President
Scott Bice, Member
April Dutchuk, Member
Larry Lundberg, Member

**Killdeer Public School District No. 16
Regular Board Meeting
Boardroom
Wednesday, January 8, 2025 – 5:30 p.m.
Official Minutes**

Levi Bang: Present
Scott Bice: Present
April Dutchuk: Present
Larry Lundberg: Present
Kelli Schollmeyer: Present
Present: 5.

Also in attendance were Superintendent Jeff Simmons, Business Manager Rhonda Zastoupil, Andrew Cook, Greta Pennington, Jill Hager, Janell Smith, Brady Wilz, Ashlynn Helfrich, Nicole Walker, Jenni Wallace, Mickellyn Walker, Brooke Pojorlie, Addie Miller, Taylee Andersen, Erik Johnson, Brittany Wheeling and Cheyanne Olson.

1. Call to Order

President Bang called the meeting to order at 5:32 pm. The Pledge of Allegiance was recited.

2. Approval of Agenda

I move to set the written agenda and approve the consent agenda. This motion, made by Scott Bice and seconded by April Dutchuk, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

3. Public Comment

President Bang opened the floor to public comment. No public comment.

4. Consent Agenda

4.A. Minutes from December 11, 2024 Regular Meeting and December 13, 2024 Special Meeting

4.B. Prepaid January Bills

4.C. Business Manager Reports

4.C.a. Financial Reports

4.C.b. Personnel Reports

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Larry Lundberg, Member

1. New Hires:

1. Jorge Aguilar - Part-time Custodial
2. Sandee Pittsley - Elementary Paraprofessional/Substitute Teacher
3. Lindsay Trotter - HS Paraprofessional

4.C.c. Food Service Reports

4.C.d. Student Activity Reports

4.D. Administrator Reports

5. Program: High School Student Council

Mrs. Walker, along with high school student council members, Mickellyn Walker, Brooke Pojorlie, Addie Miller and Taylee Andersen, were present to provide updates on current events in the student activity. The current high school student council has 33 members. They recently held fundraising efforts to help the Corde Lee and Kristle Hanson families. Other activities facilitated by the group included homecoming week, decorating the school, the pep rally, and a Halloween costume competition.

6. Unfinished Business

7. New Business

7.A. Consider Additional January Bills

I move to pay the additional bills as presented. This motion, made by Kelli Schollmeyer and seconded by Larry Lundberg, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

The additional January bills were presented and reviewed. Discussion held.

7.B. Consider the 2025-2026 Academic School Calendar

Superintendent Simmons presented a breakdown of hours in the school year based on the current school calendar, referring to NDCC and NDDPI requirements. Jenni Wallace presented comparison data on surrounding schools. Jill Hager, KEA President, also shared recent KEA conversations. Currently, the district has 175 student contact days. The calendar committee is recommending 171-173 student contact days to align with other area schools. The board recommended a proposed calendar be presented at the next meeting. No action taken.

7.C. Consider the Capital Outlay Budget for 2025-2026

I move to approve the capital outlay budget for 2025-2026 as presented. This motion, made by April Dutchuk and seconded by Kelli Schollmeyer, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

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Scott Bice, Member
April Dutchuk, Member
Larry Lundberg, Member

Superintendent Simmons presented the proposed capital outlay budget for the 2025-2026 fiscal year. Discussion held.

7.D. Consider Hiring a Construction Manager at Risk for the Elementary Renovation

I move to select Kraus-Anderson Construction as the Construction Manager at Risk for the Killdeer Elementary School Renovation Project. This motion, made by Larry Lundberg and seconded by Scott Bice, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

President Bang reported on the Facilities Committee Meeting held on January 7th when Kraus-Anderson Construction was interviewed. Superintendent Simmons shared information on the Construction Manager at Risk Request for Qualifications process. Discussion held.

7.E. Consider Going Out To Bid For The 2025-2026 Bus

Superintendent Simmons updated the board on the current year's expenditures and the status of the bus fleet. The next bus purchase would be for the 2025-2026 fiscal year. Superintendent Simmons recommended going out for bid on two diesel mini-buses. The board concurred. Discussion held.

7.F. Consider Resolution for Record Destruction

I move to approve the Resolution for Record Destruction as presented for documents dated 2017-2018. This motion, made by April Dutchuk and seconded by Kelli Schollmeyer, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

A Resolution of Record Destruction was presented and a brief discussion was held.

7.G. Consider Board Policy ABBE Displays of Religious Objects or Documents

I move to re-affirm Policy ABBE as presented. This motion, made by Scott Bice and seconded by Larry Lundberg, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

The Governance Committee met on 12-11-24 and recommended re-affirming Policy ABBE as-is, no changes. The policy was presented and reviewed. Discussion held.

7.H. Consider Policy FFH Student Dress Code

I move to adopt the Policy FFH Student Dress Code as presented. (This is a first reading). This motion, made by Kelli Schollmeyer and seconded by April Dutchuk, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

The Governance Committee met on 12-11-24 and recommended amending Policy FFH to the updated NDSBA version. The policy was presented and reviewed. Discussion held.

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April Dutchuk, Member
Larry Lundberg, Member

7.I. Consider Policy ABCD Records Retention

I move to re-affirm Board Policy ABCD Records Retention. This motion, made by April Dutchuk and seconded by Scott Bice, Carried.

Levi Bang: Yea, Scott Bice: Yea, April Dutchuk: Yea, Larry Lundberg: Yea, Kelli Schollmeyer: Yea
Yea: 5, Nay: 0

The Governance Committee met on November 13, 2024 and recommended re-affirming policy ABCD. The policy was presented and reviewed. Discussion held.

8. Other

9. Announcements

9.A. NDSBA Negotiations Seminar - February 6-7, 2025 - BSC National Energy Center of Excellence, Bismarck

(RSVP to Rhonda by 1/15/25 for registrations to be submitted)

9.B. Next Regular Meeting: February 12, 2025 at 5:30 pm

10. Adjourn

The meeting adjourned at 6:35 pm.

Levi Bang, President

Rhonda Zastoupil, Business Manager

B. Prepaid February Bills

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1

Fund 01

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
47392	Check	01/21/2025	VISA	VISA	846.44
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250121-0001	01/21/2025	POELEM-03144	TRANSPORTATION GAS - WRESTLING	01 000 000 000 2700 626	217.57
20250121-0002	01/21/2025	HS-01692	Bags of Chips, Munchies snack mix, Varie	01 000 000 000 2310 290	65.82
20250121-0003	01/21/2025	HS-01668	Texas A&M VSCP: Implementing a Veterinar	01 000 000 310 1000 580	100.00
20250121-0004	01/21/2025	HS-01685	Shark Carpet Cleaner	01 000 000 140 1000 611	299.95
20250121-0004	01/21/2025	HS-01685	SHIPPING	01 000 000 140 1000 618	15.00
20250121-0007	01/21/2025	HS-01666	Alto Sax Reeds Juno 2.5	01 000 000 140 1000 612	41.85
20250121-0007	01/21/2025	HS-01666	Alto Sax Reeds Juno 3	01 000 000 140 1000 612	41.85
20250121-0007	01/21/2025	HS-01666	Clarinet Reeds 2.5 Juno	01 000 000 140 1000 612	29.70
20250121-0007	01/21/2025	HS-01666	Clarinet Reeds Juno 3	01 000 000 140 1000 612	29.70
20250121-0007	01/21/2025	HS-01666	Shipping	01 000 000 140 1000 618	5.00
47393	Check	01/21/2025	VISA	VISA	471.67
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250121-0008	01/21/2025	POELEM-03142	POSTAGE-FOREVER STAMPS	01 000 000 000 2500 532	60.95
20250121-0009	01/21/2025	POELEM-03141	TRANSPORTATION GAS FOR WRESTLING TRIP	01 000 000 000 2700 580	40.64
20250121-0011	01/21/2025	POELEM-03074	FOOD FOR BOARD MEETING	01 000 000 000 2310 290	209.00
20250121-0014	01/21/2025	ELEM-02400	Rigor Redefined	01 000 000 000 2210 300	40.95
20250121-0014	01/21/2025	ELEM-02400	ship	01 000 000 000 2210 300	7.25
20250121-0015	01/21/2025	ELEM-02415	OFFICE SUPPLIES SPLIT	01 000 000 110 1000 610	33.86
20250121-0015	01/21/2025	ELEM-02415	OFFICE SUPPLIES SPLIT	01 000 000 120 1000 611	79.02
47394	Check	01/22/2025	ACT	ACT	113.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1333024	01/22/2025	ELEM-02424	WorkKeys screening for Paras at the elem	01 000 000 000 2210 300	113.00
47395	Check	01/22/2025	AIRGAS	AIRGAS USA, LLC	101.78
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
5513023684	01/22/2025	POELEM-03088	LARGE ARGON	01 000 000 310 1000 611	101.78
47396	Check	01/22/2025	AMAZONCAP	AMAZON CAPITAL SERVICES	3,335.77
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
137X-Y9W6-QGRC	01/22/2025	POELEM-03120	AMAZON BUSINESS PRIME SHARE	01 000 000 110 1000 610	27.92
137X-Y9W6-QGRC	01/22/2025	POELEM-03120	AMAZON BUSINESS PRIME SHARE	01 000 000 120 1000 611	160.54
137X-Y9W6-QGRC	01/22/2025	POELEM-03120	AMAZON BUSINESS PRIME SHARE	01 000 000 130 1000 611	52.35
137X-Y9W6-QGRC	01/22/2025	POELEM-03120	AMAZON BUSINESS PRIME SHARE	01 000 000 140 1000 611	108.19
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My Veterans Day Adventure: Sammy's First	01 000 000 000 2222 642	15.95
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Veterans: Heroes in Our Neighborhood	01 000 000 000 2222 642	11.63
191C-1XD3-MRMV	01/22/2025	ELEM-02338	The Veterans Day Celebrations: A Patriot	01 000 000 000 2222 642	8.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Otto's Tales: Today is Veterans Day!	01 000 000 000 2222 642	13.00
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Grandpa's Big Veterans Day Surprise: A H	01 000 000 000 2222 642	11.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	America's White Table	01 000 000 000 2222 642	14.27

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account:	1	Fund 01			
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My Daddy is a Hero in Uniform	01 000 000 000 2222 642	11.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Hero Dad	01 000 000 000 2222 642	7.14
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Hero Mom	01 000 000 000 2222 642	6.80
191C-1XD3-MRMV	01/22/2025	ELEM-02338	The Poppy Lady: Moina Belle Michael and	01 000 000 000 2222 642	9.46
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Veteran's Day for Grandpa: A Picture Boo	01 000 000 000 2222 642	15.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My 1st Book of Military Superheroes: Lea	01 000 000 000 2222 642	9.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	The Worn-Out Flag: A Patriotic Children'	01 000 000 000 2222 642	18.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My Daddy is a Soldier: Sweet Rhyming Bed	01 000 000 000 2222 642	9.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My Mommy's in the Military: A Reader Boo	01 000 000 000 2222 642	17.87
191C-1XD3-MRMV	01/22/2025	ELEM-02338	A Sweeter Hello (Female Service Member V	01 000 000 000 2222 642	12.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Coming Home	01 000 000 000 2222 642	14.99
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Pepper's Purple Heart: A Veterans Day St	01 000 000 000 2222 642	16.51
191C-1XD3-MRMV	01/22/2025	ELEM-02338	My Red Balloon	01 000 000 000 2222 642	14.06
191C-1XD3-MRMV	01/22/2025	ELEM-02338	Veterans: Our Honored U.S. Heroes	01 000 000 000 2222 642	19.95
1FQ7-1GGF-CVVL	01/22/2025	ELEM-02431	BUSINESS OFFICE COFFEE URN	01 000 000 000 2310 290	54.45
1JPH-VC9W-DRMY	01/22/2025	HS-01684	OFFICE SUPPLIES SPLIT	01 000 000 130 1000 611	132.94
1JPH-VC9W-DRMY	01/22/2025	HS-01684	OFFICE SUPPLIES SPLIT	01 000 000 140 1000 611	310.18
1KLF-3XFJ-1GGT	01/22/2025	ELEM-02428	SUPPLIES	01 000 000 120 1000 611	34.95
1LGP-X7QD-1LPF	01/22/2025	ELEM-02416	Comix Sturdy WHITE BINDERS 3" (STACY)	01 000 000 000 2500 690	43.99
1LGP-X7QD-1LPF	01/22/2025	ELEM-02416	Crayola Broad Line Markers (12pks)	01 000 000 120 1000 611	24.00
1LGP-X7QD-1LPF	01/22/2025	ELEM-02416	Woods Slimline 16/3 Flat Plug Extension	01 000 000 120 1000 611	8.19
1LGP-X7QD-1LPF	01/22/2025	ELEM-02416	Cable Matters 2-Pack 3-Outlet Power Stri	01 000 000 120 1000 611	15.95
1LGP-X7QD-31HF	01/22/2025	ELEM-02413	Untangling Data-Based Decision Making: A	01 000 000 000 2210 611	43.95
1LRH-T7Y7-1NJ3	01/22/2025	ELEM-02410	Corrective Reading Decoding C, Student T	01 000 000 120 1000 611	149.50
1LRH-T7Y7-1NJ3	01/22/2025	ELEM-02410	CREDIT	01 000 000 120 1000 611	(28.56)
1LRH-T7Y7-1NJ3	01/22/2025	ELEM-02410	Corrective Reading Decoding	01 000 000 120 1000 611	31.47
1LRH-T7Y7-1NJ3	01/22/2025	ELEM-02410	SHIPPING	01 000 000 120 1000 618	88.49
1MF1-7W4R-G47J	01/22/2025	ELEM-02406	Lunchroom supplies	01 000 000 241 1000 611	55.99
1MF1-7W4R-G47J	01/22/2025	ELEM-02406	Lunchroom light	01 000 000 241 1000 611	144.98
1TWT-KPW3-NT4V	01/22/2025	HS-01696	SHIPPING	01 000 000 340 1000 618	48.58
1TWT-KPW3-NT4V	01/22/2025	HS-01696	ANTREE 3-IN-1 Pasta Attachment & Ravioli	01 000 000 340 1000 731	539.94
1TWT-KPW3-NT4V	01/22/2025	HS-01696	Measuring Cups and Spoons Set of 20 - St	01 000 000 340 1000 731	197.94
1TWT-KPW3-NT4V	01/22/2025	HS-01696	U.S. Kitchen Supply - Premium Quality Ov	01 000 000 340 1000 731	113.94
1TWT-KPW3-NT4V	01/22/2025	HS-01696	ComSaf Flour Sugar Storage Containers Se	01 000 000 340 1000 731	104.04
1TWT-KPW3-NT4V	01/22/2025	HS-01696	Pyrex Colors (9"x13") Tinted Glass Bakin	01 000 000 340 1000 731	120.00
1TWT-KPW3-NT4V	01/22/2025	HS-01696	Ninja DZ201 Foodi 8 Quart 6-in-1 DualZon	01 000 000 340 1000 731	239.98
1TWT-KPW3-NT4V	01/22/2025	HS-01696	Nordic Ware Natural Aluminum Commercial	01 000 000 340 1000 731	157.32
1VWD-1FFM-3DNV	01/22/2025	ELEM-02432	HDMI CORD FOR BOARD ROOM	01 000 000 000 2310 290	16.99
1XLF-LLWJ-PMLN	01/22/2025	ELEM-02434	2025 WALL CALENDAR	01 000 000 000 2500 690	9.99
1XLF-LLWJ-PMLN	01/22/2025	ELEM-02434	BIC PASTEL HIGHLIGHTERS	01 000 000 000 2500 690	8.70
1XLF-LLWJ-PMLN	01/22/2025	ELEM-02434	CRANBURY SMALL WALL CALENDAR	01 000 000 000 2500 690	11.35

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1		Fund 01					
1XLF-LLWJ-PMLN	01/22/2025	ELEM-02434	VANKEY MOUSE WRIST REST	01 000 000 000 2500 690		6.99	
1XLF-LLWJ-PMLN	01/22/2025	ELEM-02434	AARAINBOW PARTY SERVING UTENSILS 21 PCS	01 000 000 000 2500 690		37.99	
Check Number: 47397	Check Type: Check	Check Date: 01/22/2025	Vendor: AMPLIFY	AMPLIFY EDUCATION, INC	Check Total:	3,121.92	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
INV-170772	01/22/2025	POHS-00153	SHIPPING	01 000 000 130 1000 618	430.92		
INV-170772	01/22/2025	POHS-00153	7TH GRADE CURRICULUM	01 000 000 130 1000 640	1,345.50		
INV-170772	01/22/2025	POHS-00153	8TH GRADE CURRICULUM	01 000 000 130 1000 640	1,345.50		
Check Number: 47398	Check Type: Check	Check Date: 01/22/2025	Vendor: ANDERSON1	MELISSA ANDERSON	Check Total:	139.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20250122	01/22/2025	POELEM-03106	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519	139.00		
Check Number: 47399	Check Type: Check	Check Date: 01/22/2025	Vendor: BOBCATDIC	BOBCAT OF DICKINSON	Check Total:	1,145.13	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
10863	01/22/2025	ELEM-02421	BRISTLE PO	01 000 000 000 2600 611	1,145.13		
Check Number: 47400	Check Type: Check	Check Date: 01/22/2025	Vendor: BRADYMARTZ	BRADY, MARTZ & ASSOCIATES, P.C.	Check Total:	8,750.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
853656	01/22/2025	POELEM-03096	final billing for district's june 30, 20	01 000 000 000 2500 330	8,750.00		
Check Number: 47401	Check Type: Check	Check Date: 01/22/2025	Vendor: BREWSTA	STACY BREW	Check Total:	50.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20250122	01/22/2025	POELEM-03128	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290	50.00		
Check Number: 47402	Check Type: Check	Check Date: 01/22/2025	Vendor: CITYAIR	CITY AIR MECHANICAL, INC	Check Total:	5,064.40	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20250122	01/22/2025	POELEM-03108	APP 24-007 #3	03 000 000 000 4220 435	3,804.40		
47307	01/22/2025	POELEM-03095	HVAC REPAIR-BOILER FAILED TO START	03 000 000 000 4220 435	1,260.00		
Check Number: 47403	Check Type: Check	Check Date: 01/22/2025	Vendor: COLE	COLE PAPERS INC.	Check Total:	1,364.86	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
10527813	01/22/2025	POELEM-03115	CAN LINERS	01 000 000 000 2600 611	385.90		
10527813	01/22/2025	POELEM-03115	CAN LINERS, FOAM HAND SOAP, BLEACH	01 000 000 000 2600 611	714.72		
10533157	01/22/2025	POELEM-03147	SPICED APPLE RED URINAL SCREEN - HS	01 000 000 000 2600 611	132.12		
10533157	01/22/2025	POELEM-03147	SPICED APPLE RED URINAL SCREEN - ELEM	01 000 000 000 2600 611	132.12		
Check Number: 47404	Check Type: Check	Check Date: 01/22/2025	Vendor: COLUMNSOFT	COLUMN SOFTWARE PBC	Check Total:	193.04	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
633CEF61-0028	01/22/2025	POELEM-03097	MINUTES 1.8.25	01 000 000 000 2500 540	193.04		
Check Number: 47405	Check Type: Check	Check Date: 01/22/2025	Vendor: COMFORTINN	COMFORT INN & SUITES	Check Total:	99.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20250122	01/22/2025	HS-01697	HOTEL STAY MANDAN	01 000 000 310 1000 580	99.00		

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1

Fund 01

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
47406	Check	01/22/2025	CONSOLTEL	CONSOLIDATED TELECOM INC	2,437.50
134984	01/22/2025	POELEM-03086	TRUBLESHOOT CAMERAS & NETWORK ISSUES AT	03 000 000 000 4220 435	2,437.50
47407	Check	01/22/2025	COOKAND	ANDREW COOK	50.00
20250122	01/22/2025	POELEM-03126	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 120 1000 290	50.00
47408	Check	01/22/2025	DAKOCOMM	DAKOTA COMMERCIAL RUGS	387.55
L10407	01/22/2025	POELEM-03137	BRUSHES, MOPS, MATS L10407	01 000 000 000 2600 435	235.25
L10407	01/22/2025	POELEM-03137	BRUSHES, MOPS, MATS L10408	01 000 000 000 2600 435	152.30
47409	Check	01/22/2025	DIAZKER	KERRY DIAZ	50.00
20250122	01/22/2025	POELEM-03127	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290	50.00
47410	Check	01/22/2025	DOLEZAL	JD DOLEZAL	159.00
20250122	01/22/2025	POELEM-03103	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519	159.00
47411	Check	01/22/2025	DUKADER	DERRICK DUKART	576.00
20250122	01/22/2025	POELEM-03104	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519	576.00
47412	Check	01/22/2025	DUKANIC	NICK DUKART	50.00
20250122	01/22/2025	POELEM-03134	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2600 531	50.00
47413	Check	01/22/2025	FORUCOMM	FORUM COMMUNICATIONS COMPANY	38.00
20250122	01/22/2025	POELEM-03111	KILLDEER BASKETBALL ADS	01 000 000 000 2500 540	38.00
47414	Check	01/22/2025	FUINS	FARMERS UNION INSURANCE	955.00
6529790	01/22/2025	POELEM-03123	ADD 2025 71 PASSENGER BUS	01 000 000 000 2700 520	955.00
47415	Check	01/22/2025	GREATWENE	GREAT WESTERN NETWORK	20,700.00
2024-32	01/22/2025	POELEM-03090	GWN MEMBERSHIP DUES 24-25	01 000 000 140 1000 561	5,800.00
2024-32	01/22/2025	POELEM-03090	BASC MEMBERSHIP DUES 24.25	01 000 000 140 1000 561	300.00
2024-32	01/22/2025	POELEM-03090	RACTC MEMBERSHIP DUES 24.25	01 000 000 140 1000 561	12,500.00

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1	Fund 01					
2024-32	01/22/2025	POELEM-03090	CRACTC MEMBERSHIP DUES 24-25	01 000 000 140 1000 561		2,100.00
Check Number: 47416	Check Type: Check	Check Date: 01/22/2025	Vendor: GRIFJEN	JENNIE GRIFFITHS	Check Total:	198.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	HS-01634	Flannel Fabric for class	01 000 000 340 1000 611		198.00
Check Number: 47417	Check Type: Check	Check Date: 01/22/2025	Vendor: GRIFLAC	LACEY GRIFFITHS	Check Total:	50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	POELEM-03132	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290		50.00
Check Number: 47418	Check Type: Check	Check Date: 01/22/2025	Vendor: HARDJUST	Justin Harderson	Check Total:	12.79
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	POELEM-03098	REIMBURSEMENT FOR DEF BUS 424	01 000 000 000 2700 627		12.79
Check Number: 47419	Check Type: Check	Check Date: 01/22/2025	Vendor: HARLOWBIS	HARLOW'S BUS SALES, INC - BISMARCK	Check Total:	1,474.47
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
01P17479	01/22/2025	POELEM-03110	STARTER NEW 29MT 12V	01 000 000 000 2700 673		471.59
01P17530.02	01/22/2025	POELEM-03092	HEADER ASSY FUEL FILTER	01 000 000 000 2700 673		760.06
03P9443	01/22/2025	POELEM-03114	HEATED CROSSOVER MIRRORS	01 000 000 000 2700 673		242.82
Check Number: 47420	Check Type: Check	Check Date: 01/22/2025	Vendor: HAUSJOR	JORDAN HAUSAUER	Check Total:	216.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	POELEM-03101	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519		216.00
Check Number: 47421	Check Type: Check	Check Date: 01/22/2025	Vendor: HEALTHWELL	HEALTH & WELLNESS CHIROPRACTIC	Check Total:	100.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
01132025	01/22/2025	POELEM-03121	DOT EXAM - KARTER KLEEMAN	01 000 000 000 2700 390		100.00
Check Number: 47422	Check Type: Check	Check Date: 01/22/2025	Vendor: INNOSOL	INNOVATIVE OFFICE SOLUTIONS, LLC	Check Total:	6.70
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
IN4734460	01/22/2025	2024-0107#2	INDEX CARDS	01 000 000 130 1000 611		6.70
Check Number: 47423	Check Type: Check	Check Date: 01/22/2025	Vendor: JEPSJAN	JANELL JEPSON	Check Total:	50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	POELEM-03129	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290		50.00
Check Number: 47424	Check Type: Check	Check Date: 01/22/2025	Vendor: LEARNWELL	LEARNWELL	Check Total:	346.50
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
INV227979	01/22/2025	POELEM-03149	TUTORING 1.7.25-1.10.25 - D, NEUMILLER	01 000 000 140 1000 561		346.50
Check Number: 47425	Check Type: Check	Check Date: 01/22/2025	Vendor: LINDAMA	AMANDA LIND	Check Total:	316.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250122	01/22/2025	POELEM-03099	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519		316.00
Check Number: 47426	Check Type: Check	Check Date: 01/22/2025	Vendor: MCCAJES	JESSE MCCANN	Check Total:	40.00

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1

Fund 01

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	HS-01711	Reimbursement for gas for the short bus	01 000 000 000 2700 626	40.00
Check Number: 47427 Check Type: Check Check Date: 01/22/2025 Vendor: MDU MONTANA DAKOTA UTILITIES CO. Check Total: 26,448.93					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	POELEM-03091	ELEC 101 HIGH ST NW	01 000 000 000 2600 621	9,364.15
20250122	01/22/2025	POELEM-03091	ELEC 1415 HIGH ST NW	01 000 000 000 2600 621	5,946.59
20250122	01/22/2025	POELEM-03091	ELEC PORTABLES	01 000 000 000 2600 621	1,482.56
20250122	01/22/2025	POELEM-03091	ELEC ATHLETIC FIELD	01 000 000 000 2600 621	240.94
20250122	01/22/2025	POELEM-03091	ELEC HEATER PLUGIN	01 000 000 000 2600 621	20.08
20250122	01/22/2025	POELEM-03091	GAS 1415 HIGH ST NW	01 000 000 000 2600 622	5,368.95
20250122	01/22/2025	POELEM-03091	GAS 101 HIGH ST NW	01 000 000 000 2600 622	3,856.84
20250122	01/22/2025	POELEM-03091	GAS 1415 HIGH ST NW (GEN)	01 000 000 000 2600 622	168.82
Check Number: 47428 Check Type: Check Check Date: 01/22/2025 Vendor: MENARDSDIC MENARDS DICKINSON Check Total: 1,348.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
60089	01/22/2025	POELEM-03148	RANGE ELEC 5.1CF WHT, CRIT 20.5 TOP REF	03 000 000 000 4210 610	1,348.00
Check Number: 47429 Check Type: Check Check Date: 01/22/2025 Vendor: MINDT BRYCE MINDT Check Total: 417.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	POELEM-03105	FAMILY TRANSPORTATION 1ST SEMESTER 24-25	01 000 000 000 2700 519	417.00
Check Number: 47430 Check Type: Check Check Date: 01/22/2025 Vendor: NDBCI ND BCI Check Total: 40.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	ELEM-02442	BK CHECKS	01 000 000 000 2500 330	40.00
Check Number: 47431 Check Type: Check Check Date: 01/22/2025 Vendor: NDBCI ND BCI Check Total: 40.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122-0001	01/22/2025	ELEM-02443	BK CHECKS	01 000 000 000 2500 330	40.00
Check Number: 47432 Check Type: Check Check Date: 01/22/2025 Vendor: NDBCI ND BCI Check Total: 40.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122-0002	01/22/2025	ELEM-02444	BK CHECKS	01 000 000 000 2500 330	40.00
Check Number: 47433 Check Type: Check Check Date: 01/22/2025 Vendor: NDBCI ND BCI Check Total: 40.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122-0003	01/22/2025	ELEM-02445	BK CHECKS	01 000 000 000 2500 330	40.00
Check Number: 47434 Check Type: Check Check Date: 01/22/2025 Vendor: NWTIRE NW TIRE INC. Check Total: 2,355.13					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
15167791	01/22/2025	POELEM-03087	REPAIRS ON BUS 404 FRONT SHOCKS, BOLTS,	01 000 000 000 2700 673	2,355.13
Check Number: 47435 Check Type: Check Check Date: 01/22/2025 Vendor: PROVISIONI PRO VISION, INC Check Total: 1,254.11					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1		Fund 01					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	<u>Check Total:</u>	
20250122	01/22/2025	POELEM-03117	COFFEE FOR LOUNGE 295841810	01 000 000 000 2310 290	92.37		
Check Number: 47446	Check Type: Check	Check Date: 01/22/2025	Vendor: WACKER1	GERALD WACKER	Check Total:	148.00	
20250122	01/22/2025	POELEM-03094	2 RT TO DICKINSON FOR BUSES	01 000 000 000 2700 580	98.00		
20250122-0001	01/22/2025	POELEM-03135	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2700 290	50.00		
Check Number: 47447	Check Type: Check	Check Date: 01/22/2025	Vendor: WALKNICK	NICHOLAS WALKER	Check Total:	50.00	
20250122	01/22/2025	POELEM-03136	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 410 3400 890	25.00		
20250122	01/22/2025	POELEM-03136	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 420 3400 890	25.00		
Check Number: 47448	Check Type: Check	Check Date: 01/22/2025	Vendor: WALLAJEN	JENNI WALLACE	Check Total:	50.00	
20250122	01/22/2025	POELEM-03130	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290	50.00		
Check Number: 47449	Check Type: Check	Check Date: 01/22/2025	Vendor: WATSSHA	SHAYNA WATSON	Check Total:	50.00	
20250122	01/22/2025	POELEM-03133	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290	50.00		
Check Number: 47450	Check Type: Check	Check Date: 01/22/2025	Vendor: WESTHEATIN	WESTERN HEATING & AIR LLC	Check Total:	2,019.28	
839412	01/22/2025	POELEM-03109	INSTALLED NEW COPPER LINESET FROM FREEZE	01 000 000 000 2600 450	2,019.28		
Check Number: 47451	Check Type: Check	Check Date: 01/22/2025	Vendor: WESTJEF	JEFF WEST	Check Total:	69.23	
20250122	01/22/2025	HS-01715	reimbursement for gas for bus on Robotic	01 000 000 000 2700 626	69.23		
Check Number: 47452	Check Type: Check	Check Date: 01/22/2025	Vendor: WESTRI	WEST RIVER STUDENT SERVICES	Check Total:	35,680.82	
20250122	01/22/2025	POELEM-03107	SPRING 2025 FIAR SHARE	01 000 000 200 2900 320	12,347.50		
20250122	01/22/2025	POELEM-03107	SPRING 2025 BUILDING FUND	01 000 000 200 2900 320	1,831.50		
20250122-0001	01/22/2025	POELEM-03113	DEC 2024 SPEECH SERVICES (JESSICA BUCKMA)	01 000 000 225 1000 430	11,918.67		
20250122-0001	01/22/2025	POELEM-03113	DEC 2024 SPEECH PARA SERVICES (BECKY BIN)	01 000 000 225 1000 430	3,348.67		
20250122-0001	01/22/2025	POELEM-03113	DEC 2024 SPEECH SERVICES (BRIANA LEIER)	01 000 000 225 1000 430	5,528.45		
20250122-0001	01/22/2025	POELEM-03113	GAS	01 000 000 225 1000 580	78.01		
20250122-0001	01/22/2025	POELEM-03113	GAS	01 000 000 225 1000 580	100.54		
20250122-0001	01/22/2025	POELEM-03113	GAS	01 000 000 225 1000 580	129.48		
20250122-0001	01/22/2025	POELEM-03113	SLP PROFESSIONAL DUES (ASHA & STATE BOAR	01 000 000 225 1000 810	398.00		
Check Number: 47453	Check Type: Check	Check Date: 01/22/2025	Vendor: WESTTRU	WESTLIE TRUCK CENTER OF DICKINSON	Check Total:	2,071.22	

Detail Check Register

Posted; Batch Description 4 Records Selected; Fund Number 01, 03

Checking Account: 1

Fund 01

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
430721	01/22/2025	POELEM-03145	REPAIRS ENGINE DIED WHILE DRIVING	01 000 000 000 2700 673	2,071.22
Check Number: 47454	Check Type: Check	Check Date: 01/22/2025	Vendor: WILZBRA	BRADY WILZ	Check Total: 50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	POELEM-03125	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 140 1000 290	50.00
Check Number: 47455	Check Type: Check	Check Date: 01/22/2025	Vendor: ZASTRHO	RHONDA ZASTOUPIL	Check Total: 50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250122	01/22/2025	POELEM-03131	CELL PHONE REIMBURSEMENT - FEB 2025	01 000 000 000 2500 290	50.00
Check Number: 47456	Check Type: Check	Check Date: 01/27/2025	Vendor: CITYOF	CITY OF KILLDEER	Check Total: 2,210.07
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250127	01/27/2025	POELEM-03150	WATER PORTABLES	01 000 000 000 2600 411	55.53
20250127	01/27/2025	POELEM-03150	WATER 1415 HIGH ST NW	01 000 000 000 2600 411	356.51
20250127	01/27/2025	POELEM-03150	WATER GYM	01 000 000 000 2600 411	82.65
20250127	01/27/2025	POELEM-03150	WATER GRADE SCHOOL	01 000 000 000 2600 411	372.15
20250127	01/27/2025	POELEM-03150	WATER 101 HIGH ST NW	01 000 000 000 2600 411	146.23
20250127	01/27/2025	POELEM-03150	GARBAGE PORTABLES	01 000 000 000 2600 421	57.00
20250127	01/27/2025	POELEM-03150	GARBAGE 101 HIGH ST NW	01 000 000 000 2600 421	1,140.00
Check Number: 47457	Check Type: Check	Check Date: 01/27/2025	Vendor: POWERSCH	POWERSCHOOL GROUP LLC	Check Total: 864.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV410381	01/27/2025	ELEM-02057	Enrollment Consultation Remote Interface	01 000 000 110 1000 810	69.12
INV410381	01/27/2025	ELEM-02057	Enrollment Consultation Remote Interface	01 000 000 120 1000 810	397.44
INV410381	01/27/2025	ELEM-02057	Enrollment Consultation Remote Interface	01 000 000 130 1000 810	129.60
INV410381	01/27/2025	ELEM-02057	Enrollment Consultation Remote Interface	01 000 000 140 1000 810	267.84

*Denotes Expensed Invoice Item

Checking Account ID: 1

Total without Voids: 149,986.06

C. Business Manager Reports

a. Financial Reports

Regular; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 01, 03, 04

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>
01 000 1110	GENERAL-DISTRICT PROPERTY TAX	4,434,264.34	439,769.24	512,311.24	11.55	3,921,953.10
01 000 1220	TELECOMMUNICATIONS	10,000.00	0.00	0.00	0.00	10,000.00
01 000 1312	TUITION FROM ND DISTRICTS	150,000.00	115,183.29	129,027.25	86.02	20,972.75
01 000 1322	TUITION--SPECIAL ED	250,000.00	0.00	0.00	0.00	250,000.00
01 000 1510	INTEREST EARNED	200,000.00	15,851.10	148,078.52	74.04	51,921.48
01 000 1800	PRE SCHOOL	32,000.00	4,342.00	23,147.00	72.33	8,853.00
01 000 1801	DAYCARE	135,000.00	18,636.50	78,909.50	58.45	56,090.50
01 000 1950	OIL ROYALTY	8,000.00	302.78	4,070.08	50.88	3,929.92
01 000 1990	MISC INCOME	20,000.00	600.00	468,208.08	2,341.04	(448,208.08)
Subtotal: REVENUE FROM LOCAL SOURCES		5,239,264.34	594,684.91	1,363,751.67	26.03	3,875,512.67
01 000 2210	OIL & GAS PRODUCTION TAX	3,000,000.00	232,165.66	1,791,652.26	59.72	1,208,347.74
Subtotal: REVENUE FROM COUNTY SOURCES		3,000,000.00	232,165.66	1,791,652.26	59.72	1,208,347.74
01 000 3110	STATE AID	461,242.95	50,416.69	526,441.29	114.14	(65,198.34)
01 000 3130	TRANSPORTATION AID	268,609.00	18,556.47	194,842.97	72.54	73,766.03
01 000 3310	CTE INSTRUCTIONAL AID	39,520.00	0.00	0.00	0.00	39,520.00
Subtotal: REVENUE FROM STATE SOURCES		769,371.95	68,973.16	721,284.26	93.75	48,087.69
01 000 4210	TAYLOR GRAZING	500.00	0.00	1,931.24	386.25	(1,431.24)
01 000 4220	FLOOD CONTROL	400,000.00	37,383.38	263,618.79	65.90	136,381.21
01 000 4490	OTHER RESTRICTED FEDERAL AID	0.00	0.00	34,735.21	0.00	(34,735.21)
01 000 4510	TITLE I PROGRAM AID	200,622.00	0.00	80,945.58	40.35	119,676.42
01 000 4517	TITLE IIA	0.00	0.00	0.00	0.00	0.00
01 000 4525	TITLE IV STUDENT SUPPORT	0.00	0.00	0.00	0.00	0.00
01 000 4526	TITLE V	216.00	0.00	216.00	100.00	0.00
01 000 4545	CARL PERKINS GRANT	32,939.00	0.00	0.00	0.00	32,939.00
01 200 4590	BEST IN CLASS GRANT	60,000.00	21,000.00	39,000.00	65.00	21,000.00
01 000 4790	REAP SRSA G5	1,316.00	0.00	1,316.00	100.00	0.00
Subtotal: REVENUE FROM FEDERAL SOURCES		695,593.00	58,383.38	421,762.82	60.63	273,830.18
01 000 5600	GRANTS	0.00	0.00	25,000.00	0.00	(25,000.00)
Subtotal: OTHER SOURCES		0.00	0.00	25,000.00	0.00	(25,000.00)
Fund Total:		9,704,229.29	954,207.11	4,323,451.01	44.55	5,380,778.28

Regular; Processing Month 01/2025; Accounts to Include Accounts with
 Activity; Fund Number 01, 03, 04

Fund: 03 CAPITAL PROJECTS

<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>
03 000 1161	PROPERTY TAXES	744,065.87	73,829.83	86,408.45	11.61	657,657.42
03 000 1540	RENTAL INCOME SCHOOL HOUSING	91,800.00	6,800.00	51,516.70	56.12	40,283.30
Subtotal: REVENUE FROM LOCAL SOURCES		835,865.87	80,629.83	137,925.15	16.50	697,940.72
Fund Total:		835,865.87	80,629.83	137,925.15	16.50	697,940.72

Regular; Processing Month 01/2025; Accounts to Include Accounts with
Activity; Fund Number 01, 03, 04

Fund: 04 DEBT SERVICE

<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>
04 000 1171	SINKING AND INTEREST #2	1,443,788.00	143,615.93	171,880.74	11.90	1,271,907.26
	Subtotal: REVENUE FROM LOCAL SOURCES	1,443,788.00	143,615.93	171,880.74	11.90	1,271,907.26
	Fund Total:	1,443,788.00	143,615.93	171,880.74	11.90	1,271,907.26

Revenue Summary Report

Processing Month: 01/2025
Regular; Processing Month 01/2025; Accounts to Include Accounts with
Activity; Fund Number 01, 03, 04

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	11,983,883.16	1,178,452.87	4,633,256.90	38.66	7,350,626.26

Balance Sheet - Combined

Period Ending: January 2025

Annual; Processing Month 01/2025; Fund Number 01, 02, 03, 04

	<u>01 GENERAL FUND</u>	<u>02 SPECIAL FUND</u>	<u>03 CAPITAL PROJECTS</u>	<u>04 DEBT SERVICE</u>	<u>Total</u>
Total Assets and Deferred Outflows of Resources					
Current Assets					
101 CASH IN BANK	3,701,686.61	478,526.17	3,944,700.87	610,338.26	8,735,251.91
102 FLEX ACCOUNT	11,874.11	0.00	0.00	0.00	11,874.11
110 DUE FROM OTHER FUNDS	954.97	0.00	0.00	0.00	954.97
111 INVESTMENTS	1,373,051.89	539,150.06	0.00	0.00	1,912,201.95
114 INTEREST REC ON INVESTMENTS	700.00	400.00	0.00	0.00	1,100.00
121 TAXES RECEIVABLE	105,980.65	0.00	18,339.52	39,677.00	163,997.17
141 INTERGOV ACCOUNTS RECEIVABLE	132,071.27	0.00	0.00	0.00	132,071.27
153 ACCOUNTS RECEIVABLE	(132,071.27)	0.00	0.00	0.00	(132,071.27)
181 PREPAID EXPENSE	55,829.15	0.00	0.00	0.00	55,829.15
Current Assets	5,250,077.38	1,018,076.23	3,963,040.39	650,015.26	10,881,209.26
Total Assets and Deferred Outflows of Resources	5,250,077.38	1,018,076.23	3,963,040.39	650,015.26	10,881,209.26
Total Liabilities, Deferred Inflows of Resources, and Fund Equity					
Current Liabilities					
402 DUE TO OTHER FUNDS	68.48	0.00	0.00	0.00	68.48
461 SALARIES-BENEFITS PAYABLE	54,720.17	0.00	0.00	0.00	54,720.17
462 PAYFLEX PAYABLE	3,916.61	0.00	0.00	0.00	3,916.61
472 FICA PAYABLE	0.00	0.00	0.00	0.00	0.00
473 RETIREMENT PAYABLE	90,047.78	0.00	0.00	0.00	90,047.78
474 INSURANCE PAYABLE	7,599.67	0.00	0.00	0.00	7,599.67
475 FIT PAYABLE	0.00	0.00	0.00	0.00	0.00
476 SIT PAYABLE	746.00	0.00	0.00	0.00	746.00
477 TSA PAYABLE	2,340.69	0.00	0.00	0.00	2,340.69
478 DUES PAYABLE	1,703.77	0.00	0.00	0.00	1,703.77
479 FLEX PAYABLE	12,610.14	0.00	0.00	0.00	12,610.14
481 DEFERRED REVENUES	92,451.31	0.00	15,987.80	34,182.92	142,622.03
Current Liabilities	266,204.62	0.00	15,987.80	34,182.92	316,375.34
Fund Balance					
770 UNRESERVED FUND BALANCE	4,983,872.76	1,018,076.23	3,947,052.59	615,832.34	10,564,833.92

Balance Sheet - Combined

Period Ending: January 2025

Annual; Processing Month 01/2025; Fund Number 01, 02, 03, 04

	<u>01 GENERAL FUND</u>	<u>02 SPECIAL FUND</u>	<u>03 CAPITAL PROJECTS</u>	<u>04 DEBT SERVICE</u>	<u>Total</u>
Fund Balance	4,983,872.76	1,018,076.23	3,947,052.59	615,832.34	10,564,833.92
Total Liabilities, Deferred Inflows of Resources, and Fund Equity	5,250,077.38	1,018,076.23	3,963,040.39	650,015.26	10,881,209.26

Cash Receipt Listing by Received From
Posted; Entries to Include Entries with Amounts; Fund Number 01, 03, 04; Processing
Month 01/2025

<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>
26483	BRAVERA BRAVERA	01/31/2025	INTEREST EARNED	01 000 1510	INTEREST EARNED	15,749.12
26484	BRAVERA BRAVERA	01/31/2025	INTEREST EARNED	01 000 1510	INTEREST EARNED	101.98
					BRAVERA BRAVERA Total:	<u>15,851.10</u>
26414	CONOCO CONOCO PHILLIPS	01/14/2025	OIL ROYALTIES	01 000 1950	OIL ROYALTY	188.33
					CONOCO CONOCO PHILLIPS Total:	<u>188.33</u>
26421	DAYCARE DAYCARE	01/14/2025	DAYCARE PMTS-ONLINE	01 000 1801	DAYCARE	7,994.50
26457	DAYCARE DAYCARE	01/27/2025	DAYCARE PMTS-ONLINE	01 000 1801	DAYCARE	6,108.00
					DAYCARE DAYCARE Total:	<u>14,102.50</u>
26482	DPI DEPT OF PUBLIC INSTRUCTION	01/31/2025	STATE AID & TRANSPORTATION	01 000 3110	STATE AID	50,416.69
26482	DPI DEPT OF PUBLIC INSTRUCTION	01/31/2025	STATE AID & TRANSPORTATION	01 000 3130	TRANSPORTATION AID	18,556.47
					DPI DEPT OF PUBLIC INSTRUCTION Total:	<u>68,973.16</u>
26420	DUNNCO DUNN COUNTY AUDITOR	01/09/2025	GENERAL, BLDG, BONDS	01 000 1110	GENERAL-DISTRICT PROPERTY TAX	439,769.24
26420	DUNNCO DUNN COUNTY AUDITOR	01/09/2025	GENERAL, BLDG, BONDS	03 000 1161	PROPERTY TAXES	73,829.83
26420	DUNNCO DUNN COUNTY AUDITOR	01/09/2025	GENERAL, BLDG, BONDS	04 000 1171	SINKING AND INTEREST #2	143,615.93
26452	DUNNCO DUNN COUNTY AUDITOR	01/22/2025	FLOOD CONTROL	01 000 4220	FLOOD CONTROL	37,383.38
					DUNNCO DUNN COUNTY AUDITOR Total:	<u>694,598.38</u>
26415	HOTLUNCH HOT LUNCH ACCOUNT	01/14/2025	DEC 24 WAGES & BENEFITS REIMBURSEMENT	01 000 000 910 3100 120	SALARIES	30,856.16
26415	HOTLUNCH HOT LUNCH ACCOUNT	01/14/2025	DEC 24 WAGES & BENEFITS REIMBURSEMENT	01 000 000 910 3100 210	HEALTH INSURANCE	7,920.99
26415	HOTLUNCH HOT LUNCH ACCOUNT	01/14/2025	DEC 24 WAGES & BENEFITS REIMBURSEMENT	01 000 000 910 3100 220	FICA	2,541.65
26415	HOTLUNCH HOT LUNCH ACCOUNT	01/14/2025	DEC 24 WAGES & BENEFITS REIMBURSEMENT	01 000 000 910 3100 230	PERS	4,676.71
					HOTLUNCH HOT LUNCH ACCOUNT Total:	<u>45,995.51</u>
26416	LIMEROCK LIME ROCK RESOURCES	01/14/2025	OIL ROYALTIES	01 000 1950	OIL ROYALTY	114.45
					LIMEROCK LIME ROCK RESOURCES Total:	<u>114.45</u>
26417	NDHEALTH ND HEALTH	01/08/2025	CHILDCARE ASSISTANCE	01 000 1801	DAYCARE	1,372.00

Cash Receipt Listing by Received From
Posted; Entries to Include Entries with Amounts; Fund Number 01, 03, 04; Processing
Month 01/2025

<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>
26418	AND HUMAN SERVICES NDHEALTH ND HEALTH AND HUMAN SERVICES	01/09/2025	CHILDCARE ASSISTANCE	01 000 1801	DAYCARE	2,021.00
26413	AND HUMAN SERVICES NDHEALTH ND HEALTH AND HUMAN SERVICES	01/14/2025	BEST IN CLASS GRANT REIMBURSEMENT	01 200 4590	BEST IN CLASS GRANT	21,000.00
26419	AND HUMAN SERVICES NDHEALTH ND HEALTH AND HUMAN SERVICES	01/14/2025	CHILDCARE ASSISTANCE	01 000 1801	DAYCARE	1,141.00
NDHEALTH ND HEALTH AND HUMAN SERVICES Total:						25,534.00
26412	PRE PRESCHOOL FEES	01/14/2025	PRESCHOOL FEES-CKS	01 000 1800	PRE SCHOOL	535.00
26425	PRE PRESCHOOL FEES	01/14/2025	PRESCHOOL PMTS-REVTRAK	01 000 1800	PRE SCHOOL	1,332.00
26450	PRE PRESCHOOL FEES	01/27/2025	PRESCHOOL FEES-CASH/CKS	01 000 1800	PRE SCHOOL	900.00
26456	PRE PRESCHOOL FEES	01/27/2025	PRESCHOOL FEES-REVTRAK	01 000 1800	PRE SCHOOL	1,575.00
PRE PRESCHOOL FEES Total:						4,342.00
26411	RENTAL RENTAL INCOME FROM STAFF HOUSING	01/14/2025	STAFF RENTAL PMTS-CKS	03 000 1540	RENTAL INCOME SCHOOL HOUSING	3,350.00
26422	RENTAL RENTAL INCOME FROM STAFF HOUSING	01/14/2025	STAFF RENTAL PMTS-ONLINE	03 000 1540	RENTAL INCOME SCHOOL HOUSING	2,800.00
26451	RENTAL RENTAL INCOME FROM STAFF HOUSING	01/27/2025	STAFF RENTAL PMTS-CKS	03 000 1540	RENTAL INCOME SCHOOL HOUSING	650.00
RENTAL RENTAL INCOME FROM STAFF HOUSING Total:						6,800.00
26455	REVTRAK VANCO REVTRAK	01/27/2025	FCS CLASS FEE	01 000 000 340 1000 611	SUPPLIES	57.00
REVTRAK VANCO REVTRAK Total:						57.00
26453	STATETREAS STATE TREASURER - ND	01/23/2025	OIL & GAS PRODUCTION TAX	01 000 2210	OIL & GAS PRODUCTION TAX	229,659.57
26454	STATETREAS STATE TREASURER - ND	01/23/2025	OIL & GAS PRODUCTION TAX	01 000 2210	OIL & GAS PRODUCTION TAX	2,506.09
STATETREAS STATE TREASURER - ND Total:						232,165.66
26448	TRIMBLE TRIMBLE INC	01/27/2025	SITE HOST 2025	01 000 1990	MISC INCOME	600.00
TRIMBLE TRIMBLE INC Total:						600.00
26449	TWIN TWIN BUTTES SCHOOL DISTRICT	01/27/2025	1ST SEMESTER 24-25 TUITION BILLING	01 000 1312	TUITION FROM ND DISTRICTS	115,183.29
TWIN TWIN BUTTES SCHOOL DISTRICT Total:						115,183.29
26423	ZASTRHO ZASTOUPIL RHONDA	01/14/2025	AG ED FEES-REVTRAK	01 000 000 310 1000 611	SUPPLIES	57.00

Cash Receipt Listing by Received From
Posted; Entries to Include Entries with Amounts; Fund Number 01, 03, 04; Processing
Month 01/2025

<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>
26424	ZASTRHO ZASTOUPIL RHONDA	01/14/2025	FACS CLASS FEES-REVTRAK	01 000 000 340 1000 611	SUPPLIES	57.00
ZASTRHO ZASTOUPIL RHONDA Total:						<hr/> 114.00

Summary Totals

<u>Account Type</u>		<u>Cash Accounts</u>		<u>Receivable Accounts</u>
Subtotal Revenue	1,178,452.87	01 101	1,000,373.62	
Subtotal Expense	46,166.51	03 101	80,629.83	
Subtotal General Ledger		04 101	143,615.93	
Account Total	<hr/> 1,224,619.38	Total:	<hr/> 1,224,619.38	

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01	GENERAL FUND				
2210	CURRICULUM IMPROVEMENT				
01 000 000 000 2210 110	SALARIES	69,334.00	5,777.84	28,889.20	40,444.80
01 000 000 000 2210 210	HEALTH INSURANCE	9,052.44	776.78	3,794.30	5,258.14
01 000 000 000 2210 220	FICA	5,996.58	501.42	2,581.62	3,414.96
01 000 000 000 2210 230	TFFR	15,637.89	1,303.16	6,751.49	8,886.40
01 000 000 000 2210 300	PROFESSIONAL SERVICES	80,000.00	9,121.20	20,595.64	59,404.36
01 000 000 000 2210 430	CONTRACTS	2,000.00	0.00	2,000.00	0.00
01 000 000 000 2210 580	TRAVEL	12,000.00	0.00	4,269.97	7,730.03
01 000 000 000 2210 611	SUPPLIES	1,000.00	43.95	348.05	651.95
01 000 000 000 2210 730	EQUIPMENT	500.00	0.00	0.00	500.00
01 000 000 000 2210 890	OTHER	1,000.00	0.00	0.00	1,000.00
2210	CURRICULUM IMPROVEMENT	196,520.91	17,524.35	69,230.27	127,290.64
2213	WELLNESS				
01 000 000 000 2213 110	SALARIES	2,000.00	0.00	0.00	2,000.00
01 000 000 000 2213 220	FICA	153.00	0.00	0.00	153.00
01 000 000 000 2213 230	TFFR	451.09	0.00	0.00	451.09
01 000 000 000 2213 290	OTHER EMPLOYEE BENEFITS	1,500.00	0.00	0.00	1,500.00
01 000 000 000 2213 580	TRAVEL	3,500.00	0.00	0.00	3,500.00
01 000 000 000 2213 611	SUPPLIES	250.00	0.00	0.00	250.00
01 000 000 000 2213 810	DUES & FEES	2,500.00	0.00	0.00	2,500.00
2213	WELLNESS	10,354.09	0.00	0.00	10,354.09
2222	LIBRARY				
01 000 000 000 2222 110	SALARIES	55,950.00	4,662.50	23,312.50	32,637.50
01 000 000 000 2222 130	SUBS/AIDES	23,625.00	0.00	0.00	23,625.00
01 000 000 000 2222 210	HEALTH INSURANCE	18,104.88	776.78	3,794.30	14,310.58
01 000 000 000 2222 220	FICA	7,472.51	377.86	1,882.42	5,590.09
01 000 000 000 2222 230	TFFR	16,460.59	1,051.60	5,258.00	11,202.59
01 000 000 000 2222 430	CONTRACTS	6,500.00	0.00	1,018.25	5,481.75
01 000 000 000 2222 580	TRAVEL	500.00	46.90	46.90	453.10
01 000 000 000 2222 611	SUPPLIES	4,500.00	0.00	1,600.21	2,899.79
01 000 000 000 2222 618	FREIGHT	250.00	0.00	0.00	250.00
01 000 000 000 2222 641	BOOKS-H.S.	2,500.00	0.00	0.00	2,500.00
01 000 000 000 2222 642	BOOKS-ELEM	2,500.00	262.55	516.12	1,983.88
01 000 000 000 2222 650	PERIODICALS	2,000.00	0.00	160.00	1,840.00
01 000 000 000 2222 670	SOFTWARE	1,000.00	0.00	0.00	1,000.00
01 000 000 000 2222 730	EQUIPMENT	2,000.00	0.00	0.00	2,000.00
2222	LIBRARY	143,362.98	7,178.19	37,588.70	105,774.28
2225	COMPUTER-ASSISTED INSTRUCTION				
01 000 000 000 2225 490	TECHNOLOGY SERVICES	49,620.00	4,218.85	36,549.53	13,070.47
2225	COMPUTER-ASSISTED INSTRUCTION	49,620.00	4,218.85	36,549.53	13,070.47
2310	BOARD OF EDUCATION				
01 000 000 000 2310 110	SALARIES-EARLY RETIREMENT	0.00	0.00	0.00	0.00
01 000 000 000 2310 120	SALARIES--BUSINESS MANAGER	0.00	0.00	0.00	0.00
01 000 000 000 2310 210	HEALTH INSURANCE	0.00	0.00	0.00	0.00
01 000 000 000 2310 220	FICA	1,912.50	0.00	458.46	1,454.04
01 000 000 000 2310 221	ND OASIS	0.00	0.00	0.00	0.00
01 000 000 000 2310 230	TFFR & PERS	0.00	0.00	0.00	0.00
01 000 000 000 2310 250	UNEMPLOYMENT COMPENSATION	1,500.00	0.00	0.00	1,500.00
01 000 000 000 2310 260	WORKMEN'S COMPENSATION	20,000.00	0.00	19,457.09	542.91
01 000 000 000 2310 290	OTHER EMPLOYEE BENEFITS	35,000.00	541.18	11,516.28	23,483.72
01 000 000 000 2310 310	BOARD SALARY	25,000.00	0.00	0.00	25,000.00
01 000 000 000 2310 580	TRAVEL	5,000.00	0.00	645.50	4,354.50
01 000 000 000 2310 650	PERIODICALS	500.00	0.00	0.00	500.00
01 000 000 000 2310 730	EQUIPMENT	1,000.00	0.00	0.00	1,000.00
01 000 000 000 2310 810	DUES & FEES	25,000.00	3,000.00	25,775.00	(775.00)
01 000 000 000 2310 890	CONSOLIDATION	0.00	0.00	0.00	0.00
2310	BOARD OF EDUCATION	114,912.50	3,541.18	57,852.33	57,060.17
2321	SUPERINTENDENT'S OFFICE				
01 000 000 000 2321 110	SALARIES-SUPERINTENDENT	153,934.00	11,841.08	82,887.56	71,046.44
01 000 000 000 2321 120	SALARIES-SECRETARY	0.00	0.00	0.00	0.00
01 000 000 000 2321 210	HEALTH INSURANCE	21,883.20	1,877.76	12,819.36	9,063.84
01 000 000 000 2321 220	FICA	11,775.95	884.24	6,300.54	5,475.41
01 000 000 000 2321 230	TFFR	32,048.15	2,670.68	18,976.69	13,071.46
01 000 000 000 2321 290	OTHER EMPLOYEE BENEFITS	7,000.00	383.34	3,983.38	3,016.62
01 000 000 000 2321 580	TRAVEL	6,000.00	0.00	978.04	5,021.96
01 000 000 000 2321 670	SOFTWARE	500.00	0.00	0.00	500.00
01 000 000 000 2321 730	EQUIPMENT	2,500.00	0.00	0.00	2,500.00
01 000 000 000 2321 810	DUES & FEES	3,000.00	0.00	1,905.00	1,095.00

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
2321	SUPERINTENDENT'S OFFICE	238,641.30	17,657.10	127,850.57	110,790.73
2500	BUSINESS OFFICE				
01 000 000 000 2500 120	Salaries	257,569.45	11,071.57	138,218.32	119,351.13
01 000 000 000 2500 210	HEALTH INSURANCE	55,377.23	2,505.37	29,763.46	25,613.77
01 000 000 000 2500 220	FICA	21,501.12	953.34	11,774.84	9,726.28
01 000 000 000 2500 230	PERS	39,603.87	1,750.07	21,413.13	18,190.74
01 000 000 000 2500 290	OTHER EMPLOYEE BENEFITS	5,000.00	350.00	2,650.00	2,350.00
01 000 000 000 2500 330	PROFESSIONAL SERVICES	85,000.00	8,868.75	71,150.00	13,850.00
01 000 000 000 2500 430	CONTRACTS	3,800.00	274.98	1,553.68	2,246.32
01 000 000 000 2500 431	POSTAGE METER	5,000.00	924.37	3,160.21	1,839.79
01 000 000 000 2500 521	PROPERTY INSURANCE	78,000.00	0.00	6,015.00	71,985.00
01 000 000 000 2500 522	LIABILITY INSURANCE	15,000.00	0.00	5,169.00	9,831.00
01 000 000 000 2500 532	POSTAGE	4,000.00	60.95	1,858.35	2,141.65
01 000 000 000 2500 540	LEGALS-ADS	5,000.00	231.04	3,338.57	1,661.43
01 000 000 000 2500 550	PRINTING & BINDING	500.00	0.00	0.00	500.00
01 000 000 000 2500 580	TRAVEL	2,500.00	0.00	58.00	2,442.00
01 000 000 000 2500 618	FREIGHT	250.00	0.00	35.39	214.61
01 000 000 000 2500 619	SUPPLIES TO BE DIST.	200.00	0.00	105.89	94.11
01 000 000 000 2500 670	SOFTWARE	15,000.00	0.00	0.00	15,000.00
01 000 000 000 2500 690	MISC SUPPLIES	3,500.00	248.20	4,191.87	(691.87)
01 000 000 000 2500 730	EQUIPMENT	2,000.00	0.00	0.00	2,000.00
01 000 000 000 2500 810	DUES & FEES	10,000.00	278.46	2,650.93	7,349.07
01 000 000 000 2500 830	INTEREST	0.00	0.00	0.00	0.00
2500	BUSINESS OFFICE	608,801.67	27,517.10	303,106.64	305,695.03
2600	M & O OF PLANT				
01 000 000 000 2600 120	SALARIES	322,315.50	13,613.20	167,929.48	154,386.02
01 000 000 000 2600 121	PART TIME SALARY	37,725.15	986.36	24,093.55	13,631.60
01 000 000 000 2600 210	HEALTH INSURANCE	72,419.52	2,330.34	31,989.63	40,429.89
01 000 000 000 2600 220	FICA	29,620.64	1,162.64	15,153.20	14,467.44
01 000 000 000 2600 230	PERS	56,512.65	1,867.87	25,279.62	31,233.03
01 000 000 000 2600 411	WATER/SEWER	32,000.00	1,013.07	21,439.05	10,560.95
01 000 000 000 2600 421	GARBAGE	20,000.00	1,197.00	8,436.00	11,564.00
01 000 000 000 2600 431	FIRE EXTINGUISHERS	5,000.00	0.00	3,804.50	1,195.50
01 000 000 000 2600 432	PEST CONTROL	1,500.00	0.00	708.10	791.90
01 000 000 000 2600 433	CLOCK SYSTEM	4,000.00	0.00	0.00	4,000.00
01 000 000 000 2600 434	HEATING SYSTEM	25,000.00	0.00	0.00	25,000.00
01 000 000 000 2600 435	OTHER CONTRACTS	17,000.00	1,214.05	10,051.07	6,948.93
01 000 000 000 2600 441	RENTALS	0.00	0.00	0.00	0.00
01 000 000 000 2600 450	CONSTRUCTION SERVICES	100,000.00	2,019.28	70,730.53	29,269.47
01 000 000 000 2600 531	TELEPHONE	24,000.00	2,404.21	13,918.68	10,081.32
01 000 000 000 2600 611	SUPPLIES	90,000.00	3,249.48	89,184.33	815.67
01 000 000 000 2600 618	FREIGHT	3,000.00	0.00	3,183.00	(183.00)
01 000 000 000 2600 621	ELECTRICITY	200,000.00	17,054.32	130,122.35	69,877.65
01 000 000 000 2600 622	NATURAL GAS	75,000.00	9,394.61	28,241.65	46,758.35
01 000 000 000 2600 626	GAS-MAINTENANCE	3,000.00	87.75	1,568.16	1,431.84
01 000 000 000 2600 627	DIESEL	2,500.00	206.58	923.40	1,576.60
01 000 000 000 2600 730	EQUIPMENT	30,000.00	0.00	33,296.00	(3,296.00)
2600	M & O OF PLANT	1,150,593.46	57,800.76	680,052.30	470,541.16
2700	TRANSPORTATION				
01 000 000 000 2700 110	SALARIES--TRANSPORTATION DIR	9,555.00	530.83	5,308.30	4,246.70
01 000 000 000 2700 120	SALARIES-BUS MECHANIC	0.00	0.00	0.00	0.00
01 000 000 000 2700 121	PART TIME SALARY-BUS DRIVER	255,880.00	23,278.72	132,287.28	123,592.72
01 000 000 000 2700 122	SUB SALARY	4,000.00	140.00	2,085.00	1,915.00
01 000 000 000 2700 210	HEALTH INSURANCE	0.00	0.00	0.00	0.00
01 000 000 000 2700 220	FICA	20,611.78	1,832.12	10,685.41	9,926.37
01 000 000 000 2700 230	PERS	17,629.58	1,598.82	7,819.81	9,809.77
01 000 000 000 2700 290	OTHER EMPLOYEE BENEFITS	500.00	50.00	350.00	150.00
01 000 000 000 2700 330	OTHER PROFESSIONAL SERVICES	5,500.00	0.00	4,953.00	547.00
01 000 000 000 2700 390	PHYSICALS	2,500.00	200.00	2,220.00	280.00
01 000 000 000 2700 431	TWO WAY RADIO	3,000.00	0.00	0.00	3,000.00
01 000 000 000 2700 432	FIRE EXTING. SERVICE	1,000.00	0.00	348.00	652.00
01 000 000 000 2700 519	TRANSPORTATION-FAMILY TYPE	5,500.00	3,797.00	6,902.25	(1,402.25)
01 000 000 000 2700 520	INSURANCE	40,000.00	955.00	17,317.00	22,683.00
01 000 000 000 2700 580	TRAVEL	2,500.00	138.64	1,033.23	1,466.77
01 000 000 000 2700 611	SUPPLIES	2,500.00	95.72	2,263.32	236.68
01 000 000 000 2700 626	GASOLINE	5,000.00	666.31	3,790.68	1,209.32
01 000 000 000 2700 627	DIESEL	100,000.00	8,849.82	42,962.94	57,037.06
01 000 000 000 2700 671	OIL AND GREASE	5,000.00	193.60	3,560.07	1,439.93
01 000 000 000 2700 672	TIRES AND TUBES	10,000.00	156.80	7,685.87	2,314.13
01 000 000 000 2700 673	REPAIRS	120,000.00	16,093.83	115,418.65	4,581.35

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01 000 000 000 2700 732	VEHICLE REPLACEMENT	210,000.00	0.00	185,545.50	24,454.50
2700	TRANSPORTATION	820,676.36	58,577.21	552,536.31	268,140.05
6300	TRANSFERS TO OTHER FUNDS				
01 000 000 000 6300 920	TRANSFER OF FUNDS	0.00	0.00	0.00	0.00
6300	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00
6320	TRANSFER TO SPECIAL RESERVE				
01 000 000 000 6320 920	TRANSFER OF FUNDS TO SPECIAL RESERVE	0.00	0.00	0.00	0.00
6320	TRANSFER TO SPECIAL RESERVE	0.00	0.00	0.00	0.00
6330	TRANSFER TO CAPITAL PROJECTS				
01 000 000 000 6330 920	TRANSFER OF FUNDS TO CAPITAL PROJECTS	0.00	0.00	0.00	0.00
6330	TRANSFER TO CAPITAL PROJECTS	0.00	0.00	0.00	0.00
6350	TRANSFER TO FOOD SERVICE				
01 000 000 000 6350 920	TRANSFER OF FUNDS TO FOOD SERVICE	200,000.00	0.00	200,000.00	0.00
6350	TRANSFER TO FOOD SERVICE	200,000.00	0.00	200,000.00	0.00
6360	TRANSFER TO STUDENT ACTIVITY				
01 000 000 000 6360 920	TRANSFER OF FUNDS STUDENT ACTIVITY	40,000.00	0.00	0.00	40,000.00
6360	TRANSFER TO STUDENT ACTIVITY	40,000.00	0.00	0.00	40,000.00
000	UNDISTRIBUTED EXPENDITURES	3,573,483.27	194,014.74	2,064,766.65	1,508,716.62
1000	INSTRUCTION				
01 000 000 110 1000 110	SALARIES	179,560.00	14,963.34	74,816.70	104,743.30
01 000 000 110 1000 130	SUBS/AIDES	7,335.00	554.29	701.29	6,633.71
01 000 000 110 1000 210	HEALTH INSURANCE	33,641.95	3,275.17	14,489.25	19,152.70
01 000 000 110 1000 220	FICA	15,121.40	1,186.43	5,788.75	9,332.65
01 000 000 110 1000 230	TFFR	40,498.70	3,374.88	16,874.40	23,624.30
01 000 000 110 1000 290	OTHER EMPLOYEE BENEFITS	5,550.00	0.00	0.00	5,550.00
01 000 000 110 1000 430	CONTRACTS	4,000.00	0.00	1,398.46	2,601.54
01 000 000 110 1000 610	SUPPLIES	20,000.00	577.14	9,155.32	10,844.68
01 000 000 110 1000 618	FREIGHT	500.00	0.00	89.00	411.00
01 000 000 110 1000 640	BOOKS	22,000.00	0.00	3,389.42	18,610.58
01 000 000 110 1000 670	SOFTWARE	3,000.00	0.00	1,188.87	1,811.13
01 000 000 110 1000 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 110 1000 810	DUES & FEES	500.00	69.12	69.12	430.88
1000	INSTRUCTION	331,707.05	24,000.37	127,960.58	203,746.47
110	KINDERGARTEN	331,707.05	24,000.37	127,960.58	203,746.47
1000	INSTRUCTION				
01 000 000 120 1000 110	SALARIES	1,345,097.48	99,241.09	512,542.54	832,554.94
01 000 000 120 1000 130	SUBS/AIDES	124,884.00	9,128.00	91,955.32	32,928.68
01 000 000 120 1000 210	HEALTH INSURANCE	269,095.08	21,602.18	105,471.42	163,623.66
01 000 000 120 1000 220	FICA	109,271.06	8,290.36	45,982.54	63,288.52
01 000 000 120 1000 230	TFFR	303,377.96	22,688.02	121,095.62	182,282.34
01 000 000 120 1000 290	OTHER EMPLOYEE BENEFITS	5,975.00	50.00	400.00	5,575.00
01 000 000 120 1000 430	CONTRACTS	10,000.00	0.00	8,541.15	1,458.85
01 000 000 120 1000 560	TUITION TO LEA'S IN STATE	12,000.00	0.00	0.00	12,000.00
01 000 000 120 1000 580	TRAVEL	4,000.00	0.00	674.44	3,325.56
01 000 000 120 1000 611	SUPPLIES	85,000.00	12,136.10	81,997.22	3,002.78
01 000 000 120 1000 612	MUSIC SUPPLIES	3,000.00	0.00	737.11	2,262.89
01 000 000 120 1000 618	FREIGHT	2,000.00	88.49	399.31	1,600.69
01 000 000 120 1000 640	BOOKS	149,000.00	0.00	14,355.62	134,644.38
01 000 000 120 1000 670	SOFTWARE	20,000.00	0.00	6,848.01	13,151.99
01 000 000 120 1000 730	EQUIPMENT	55,000.00	0.00	28,798.80	26,201.20
01 000 000 120 1000 810	DUES & FEES	3,000.00	397.44	397.44	2,602.56
1000	INSTRUCTION	2,500,700.58	173,621.68	1,020,196.54	1,480,504.04
2410	OFFICE OF PRINCIPAL SERVICES				
01 000 000 120 2410 110	SALARIES	91,529.15	7,627.42	38,137.10	53,392.05
01 000 000 120 2410 120	SALARIES-SECRETARY	37,151.01	1,618.24	19,111.01	18,040.00
01 000 000 120 2410 210	HEALTH INSURANCE	30,935.64	2,330.88	13,913.14	17,022.50
01 000 000 120 2410 220	FICA	10,536.55	715.66	4,576.86	5,959.69
01 000 000 120 2410 230	TFFR	26,684.56	1,983.45	11,682.20	15,002.36
01 000 000 120 2410 430	CONTRACTS	500.00	0.00	0.00	500.00
01 000 000 120 2410 580	TRAVEL	1,500.00	0.00	0.00	1,500.00
01 000 000 120 2410 611	SUPPLIES	500.00	0.00	0.00	500.00
01 000 000 120 2410 618	FREIGHT	100.00	0.00	0.00	100.00
01 000 000 120 2410 670	SOFTWARE	200.00	0.00	0.00	200.00
01 000 000 120 2410 730	EQUIPMENT	500.00	0.00	0.00	500.00

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01 000 000 120 2410 810	DUES & FEES	2,200.00	0.00	904.00	1,296.00
2410	OFFICE OF PRINCIPAL SERVICES	202,336.91	14,275.65	88,324.31	114,012.60
120	ELEMENTARY	2,703,037.49	187,897.33	1,108,520.85	1,594,516.64
1000	INSTRUCTION				
01 000 000 130 1000 110	SALARIES	400,296.13	26,470.28	132,351.40	267,944.73
01 000 000 130 1000 130	SUBS/AIDES	22,005.00	3,846.60	44,300.80	(22,295.80)
01 000 000 130 1000 210	HEALTH INSURANCE	76,804.22	5,524.94	26,987.34	49,816.88
01 000 000 130 1000 220	FICA	33,898.23	2,354.25	13,688.82	20,209.41
01 000 000 130 1000 230	TFFR	90,284.18	5,970.26	32,215.82	58,068.36
01 000 000 130 1000 290	OTHER EMPLOYEE BENEFITS	2,700.00	197.32	986.60	1,713.40
01 000 000 130 1000 430	CONTRACTS	10,000.00	0.00	2,622.11	7,377.89
01 000 000 130 1000 580	TRAVEL	750.00	0.00	443.74	306.26
01 000 000 130 1000 611	SUPPLIES	16,000.00	685.87	11,375.55	4,624.45
01 000 000 130 1000 618	FREIGHT	2,000.00	430.92	471.12	1,528.88
01 000 000 130 1000 640	BOOKS	1,000.00	2,915.44	3,783.30	(2,783.30)
01 000 000 130 1000 670	SOFTWARE	4,000.00	0.00	2,331.74	1,668.26
01 000 000 130 1000 730	EQUIPMENT	10,400.00	0.00	0.00	10,400.00
01 000 000 130 1000 810	DUES & FEES	3,000.00	358.60	587.60	2,412.40
1000	INSTRUCTION	673,137.76	48,754.48	272,145.94	400,991.82
130	MIDDLE/JUNIOR HIGH	673,137.76	48,754.48	272,145.94	400,991.82
1000	INSTRUCTION				
01 000 000 140 1000 110	SALARIES	748,970.11	53,564.68	267,823.40	481,146.71
01 000 000 140 1000 130	SUBS/AIDES	54,010.00	9,840.50	81,888.00	(27,878.00)
01 000 000 140 1000 210	HEALTH INSURANCE	145,267.08	11,096.85	56,230.63	89,036.45
01 000 000 140 1000 220	FICA	60,114.74	4,797.06	26,701.23	33,413.51
01 000 000 140 1000 230	TFFR	168,925.32	13,575.15	69,196.32	99,729.00
01 000 000 140 1000 290	OTHER EMPLOYEE BENEFITS	2,700.00	247.32	1,386.60	1,313.40
01 000 000 140 1000 430	CONTRACTS	25,000.00	0.00	6,751.91	18,248.09
01 000 000 140 1000 442	RENTAL-DRIVERS ED	3,000.00	0.00	2,718.96	281.04
01 000 000 140 1000 520	DRIVER'S ED INSURANCE	200.00	0.00	112.00	88.00
01 000 000 140 1000 561	TUITION TO LEA'S IN STATE	50,000.00	21,046.50	25,086.50	24,913.50
01 000 000 140 1000 580	TRAVEL	2,000.00	0.00	0.00	2,000.00
01 000 000 140 1000 611	SUPPLIES	45,000.00	1,764.69	27,263.39	17,736.61
01 000 000 140 1000 612	MUSIC SUPPLIES	7,500.00	143.10	610.37	6,889.63
01 000 000 140 1000 614	ART SUPPLIES	0.00	0.00	0.00	0.00
01 000 000 140 1000 618	FREIGHT	2,000.00	20.00	441.97	1,558.03
01 000 000 140 1000 626	MISC DRIVERS ED SUPPLIES	2,000.00	0.00	615.42	1,384.58
01 000 000 140 1000 640	BOOKS	2,000.00	0.00	8,180.03	(6,180.03)
01 000 000 140 1000 670	SOFTWARE	20,000.00	0.00	12,311.79	7,688.21
01 000 000 140 1000 730	EQUIPMENT	46,500.00	0.00	19,240.00	27,260.00
01 000 000 140 1000 731	CARL PERKINS EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 140 1000 733	RACTC EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 140 1000 810	DUES & FEES	3,000.00	267.84	496.84	2,503.16
1000	INSTRUCTION	1,388,187.25	116,363.69	607,055.36	781,131.89
2410	OFFICE OF PRINCIPAL SERVICES				
01 000 000 140 2410 110	SALARIES	79,000.00	6,583.34	32,916.70	46,083.30
01 000 000 140 2410 120	SALARIES-SECRETARY	32,656.61	1,711.33	19,435.58	13,221.03
01 000 000 140 2410 210	HEALTH INSURANCE	30,030.40	2,292.05	13,420.64	16,609.76
01 000 000 140 2410 220	FICA	9,165.00	645.84	4,228.01	4,936.99
01 000 000 140 2410 230	TFFR/PERS	23,127.90	1,760.27	10,410.05	12,717.85
01 000 000 140 2410 430	CONTRACTS	1,000.00	0.00	0.00	1,000.00
01 000 000 140 2410 580	TRAVEL	1,500.00	0.00	0.00	1,500.00
01 000 000 140 2410 611	SUPPLIES	1,000.00	716.92	786.01	213.99
01 000 000 140 2410 618	FREIGHT	100.00	0.00	0.00	100.00
01 000 000 140 2410 670	SOFTWARE	200.00	0.00	0.00	200.00
01 000 000 140 2410 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 140 2410 810	DUES & FEES	5,000.00	0.00	4,840.00	160.00
2410	OFFICE OF PRINCIPAL SERVICES	182,779.91	13,709.75	86,036.99	96,742.92
140	HIGH SCHOOL	1,570,967.16	130,073.44	693,092.35	877,874.81
2835	HEALTH SERVICES				
01 000 000 200 2835 120	NON-CERTIFIED SALARY	28,448.28	1,185.35	15,265.91	13,182.37
01 000 000 200 2835 220	FICA	2,176.29	90.68	1,172.59	1,003.70
01 000 000 200 2835 230	TFFR	4,625.69	192.73	2,492.25	2,133.44
01 000 000 200 2835 610	SUPPLIES	3,000.00	0.00	1,837.43	1,162.57
01 000 000 200 2835 810	DUES & FEES	2,000.00	162.25	1,281.50	718.50
2835	HEALTH SERVICES	40,250.26	1,631.01	22,049.68	18,200.58
2900	OTHER SUPPORT SERVICES				
01 000 000 200 2900 110	SALARIES	0.00	0.00	0.00	0.00

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01 000 000 200 2900 220	FICA	0.00	0.00	0.00	0.00
01 000 000 200 2900 230	TFFR	0.00	0.00	0.00	0.00
01 000 000 200 2900 320	SUPPORT SERVICES	28,500.00	14,179.00	28,358.00	142.00
01 000 000 200 2900 594	FOSTER CARE	0.00	0.00	0.00	0.00
2900 OTHER SUPPORT SERVICES		<u>28,500.00</u>	<u>14,179.00</u>	<u>28,358.00</u>	<u>142.00</u>
200 SPECIAL PROGRAMS		<u>68,750.26</u>	<u>15,810.01</u>	<u>50,407.68</u>	<u>18,342.58</u>
1000 INSTRUCTION					
01 000 000 205 1000 110	SALARIES - SPEC ED	0.00	0.00	0.00	0.00
01 000 000 205 1000 130	SUBS/AIDES-SPECIAL ED	24,276.68	1,170.61	9,052.01	15,224.67
01 000 000 205 1000 210	HEALTH INSURANCE	9,052.44	517.85	4,556.10	4,496.34
01 000 000 205 1000 220	FICA	2,549.68	129.16	1,041.03	1,508.65
01 000 000 205 1000 230	PERS	3,947.39	232.45	1,842.27	2,105.12
1000 INSTRUCTION		<u>39,826.19</u>	<u>2,050.07</u>	<u>16,491.41</u>	<u>23,334.78</u>
205 PRESCHOOL SPECIAL EDUCATION		<u>39,826.19</u>	<u>2,050.07</u>	<u>16,491.41</u>	<u>23,334.78</u>
1000 INSTRUCTION					
01 000 000 211 1000 110	SALARIES	59,650.00	4,970.84	24,854.20	34,795.80
01 000 000 211 1000 130	SUBS/AIDES	21,600.00	0.00	0.00	21,600.00
01 000 000 211 1000 210	HEALTH INSURANCE	24,589.51	1,333.22	6,446.98	18,142.53
01 000 000 211 1000 220	FICA	6,908.14	298.92	1,502.03	5,406.11
01 000 000 211 1000 230	TFFR/PERS	16,965.83	1,121.14	5,605.70	11,360.13
01 000 000 211 1000 430	CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 211 1000 580	TRAVEL	200.00	0.00	0.00	200.00
01 000 000 211 1000 611	SUPPLIES	1,000.00	0.00	1,095.90	(95.90)
01 000 000 211 1000 618	FREIGHT	300.00	0.00	319.91	(19.91)
01 000 000 211 1000 640	BOOKS	20,000.00	0.00	19,398.51	601.49
01 000 000 211 1000 670	SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 211 1000 730	EQUIPMENT	1,000.00	0.00	0.00	1,000.00
01 000 000 211 1000 810	DUES & FEES	400.00	0.00	180.00	220.00
1000 INSTRUCTION		<u>152,613.48</u>	<u>7,724.12</u>	<u>59,403.23</u>	<u>93,210.25</u>
211 EDUCABLE MENTALLY HANDICAPPED		<u>152,613.48</u>	<u>7,724.12</u>	<u>59,403.23</u>	<u>93,210.25</u>
1000 INSTRUCTION					
01 000 000 225 1000 110	SALARIES	0.00	0.00	0.00	0.00
01 000 000 225 1000 130	SUBS/AIDES	31,500.56	1,781.55	15,021.04	16,479.52
01 000 000 225 1000 210	HEALTH INSURANCE	9,052.44	517.85	4,556.14	4,496.30
01 000 000 225 1000 220	FICA	3,102.30	143.97	1,217.90	1,884.40
01 000 000 225 1000 230	TFFR	5,121.99	289.68	2,456.88	2,665.11
01 000 000 225 1000 430	CONTRACTS	211,601.00	20,795.79	83,183.16	128,417.84
01 000 000 225 1000 580	TRAVEL	9,000.00	308.03	1,632.24	7,367.76
01 000 000 225 1000 611	SUPPLIES	2,000.00	0.00	1,133.08	866.92
01 000 000 225 1000 618	FREIGHT	100.00	0.00	18.60	81.40
01 000 000 225 1000 640	BOOKS	150.00	0.00	0.00	150.00
01 000 000 225 1000 670	SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 225 1000 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 225 1000 810	DUES & FEES	750.00	398.00	761.00	(11.00)
1000 INSTRUCTION		<u>272,378.29</u>	<u>24,234.87</u>	<u>109,980.04</u>	<u>162,398.25</u>
225 SPEECH IMPAIRED		<u>272,378.29</u>	<u>24,234.87</u>	<u>109,980.04</u>	<u>162,398.25</u>
1000 INSTRUCTION					
01 000 000 240 1000 110	SALARIES	48,650.00	0.00	0.00	48,650.00
01 000 000 240 1000 130	SUBS/AIDES	76,675.74	3,399.72	27,473.26	49,202.48
01 000 000 240 1000 210	HEALTH INSURANCE	36,209.76	2,071.40	18,224.56	17,985.20
01 000 000 240 1000 220	FICA	12,357.47	418.54	3,495.85	8,861.62
01 000 000 240 1000 230	TFFR	22,464.56	506.93	4,241.88	18,222.68
01 000 000 240 1000 430	CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 240 1000 580	TRAVEL	0.00	0.00	0.00	0.00
01 000 000 240 1000 611	SUPPLIES	500.00	0.00	0.00	500.00
01 000 000 240 1000 618	FREIGHT	300.00	0.00	0.00	300.00
01 000 000 240 1000 640	BOOKS	7,000.00	0.00	0.00	7,000.00
01 000 000 240 1000 670	SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 240 1000 730	EQUIPMENT	500.00	0.00	0.00	500.00
1000 INSTRUCTION		<u>204,657.53</u>	<u>6,396.59</u>	<u>53,435.55</u>	<u>151,221.98</u>
240 HIGH SCHOOL LD PROGRAM		<u>204,657.53</u>	<u>6,396.59</u>	<u>53,435.55</u>	<u>151,221.98</u>
1000 INSTRUCTION					
01 000 000 241 1000 110	SALARIES	115,665.00	9,638.76	48,193.80	67,471.20
01 000 000 241 1000 130	SUBS/AIDES	253,405.69	16,856.92	150,964.21	102,441.48
01 000 000 241 1000 210	HEALTH INSURANCE	99,576.84	8,015.49	64,735.94	34,840.90
01 000 000 241 1000 220	FICA	35,851.56	2,496.45	19,324.37	16,527.19
01 000 000 241 1000 230	TFFR	66,966.13	4,673.43	33,836.56	33,129.57

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01 000 000 241 1000 430	CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 241 1000 580	TRAVEL	100.00	0.00	0.00	100.00
01 000 000 241 1000 611	SUPPLIES	1,500.00	200.97	1,212.95	287.05
01 000 000 241 1000 618	FREIGHT	300.00	0.00	278.39	21.61
01 000 000 241 1000 640	BOOKS	7,000.00	0.00	6,976.20	23.80
01 000 000 241 1000 670	SOFTWARE	500.00	0.00	0.00	500.00
01 000 000 241 1000 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 241 1000 810	DUES & FEES	0.00	0.00	0.00	0.00
1000 INSTRUCTION		580,865.22	41,882.02	325,522.42	255,342.80
241 ELEMENTARY LD PROGRAM		580,865.22	41,882.02	325,522.42	255,342.80
1000 INSTRUCTION					
01 000 000 310 1000 110	SALARIES	139,825.00	11,652.18	83,465.26	56,359.74
01 000 000 310 1000 130	SUBS/AIDES	1,000.00	0.00	0.00	1,000.00
01 000 000 310 1000 210	HEALTH INSURANCE	18,104.88	1,553.56	10,606.12	7,498.76
01 000 000 310 1000 220	FICA	12,158.14	946.52	6,942.37	5,215.77
01 000 000 310 1000 230	TFFR	31,536.73	2,628.08	18,825.10	12,711.63
01 000 000 310 1000 430	CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 310 1000 580	TRAVEL	12,000.00	584.20	9,626.51	2,373.49
01 000 000 310 1000 611	SUPPLIES	20,000.00	269.68	10,348.96	9,651.04
01 000 000 310 1000 618	FREIGHT	1,000.00	0.00	92.54	907.46
01 000 000 310 1000 640	BOOKS	200.00	0.00	192.39	7.61
01 000 000 310 1000 670	SOFTWARE	250.00	0.00	240.00	10.00
01 000 000 310 1000 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 310 1000 731	CARL PERKINS EQUIPMENT	16,899.00	0.00	5,906.57	10,992.43
1000 INSTRUCTION		252,973.75	17,634.22	146,245.82	106,727.93
310 AGRICULTURE		252,973.75	17,634.22	146,245.82	106,727.93
1000 INSTRUCTION					
01 000 000 340 1000 110	SALARIES	52,750.00	4,395.84	21,979.20	30,770.80
01 000 000 340 1000 130	SUBS/AIDES	1,000.00	0.00	0.00	1,000.00
01 000 000 340 1000 210	HEALTH INSURANCE	15,537.07	776.78	5,955.82	9,581.25
01 000 000 340 1000 220	FICA	4,111.88	312.82	1,452.82	2,659.06
01 000 000 340 1000 230	TFFR	11,897.42	991.44	4,957.20	6,940.22
01 000 000 340 1000 430	CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 340 1000 580	TRAVEL	500.00	0.00	288.90	211.10
01 000 000 340 1000 611	SUPPLIES	5,000.00	361.40	3,560.58	1,439.42
01 000 000 340 1000 618	FREIGHT	500.00	48.58	126.02	373.98
01 000 000 340 1000 640	BOOKS	1,000.00	0.00	0.00	1,000.00
01 000 000 340 1000 670	SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 340 1000 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 340 1000 731	CARL PERKINS EQUIPMENT	16,040.00	1,473.16	12,435.15	3,604.85
1000 INSTRUCTION		108,336.37	8,360.02	50,755.69	57,580.68
340 FAMILY AND CONSUMER SCIENCE		108,336.37	8,360.02	50,755.69	57,580.68
3400 STUDENT ACTIVITIES					
01 000 000 410 3400 110	SALARIES-STUDENT ACTIVITY	80,664.14	150.00	30,380.24	50,283.90
01 000 000 410 3400 220	FICA	6,170.81	11.48	2,324.09	3,846.72
01 000 000 410 3400 230	TFFR	12,632.00	0.00	6,001.51	6,630.49
01 000 000 410 3400 430	CONTRACTS-REPAIRS/MAINT	0.00	0.00	0.00	0.00
01 000 000 410 3400 522	LIABILITY INSURANCE	0.00	0.00	0.00	0.00
01 000 000 410 3400 890	OTHER	5,000.00	25.00	175.00	4,825.00
3400 STUDENT ACTIVITIES		104,466.95	186.48	38,880.84	65,586.11
410 STUDENT ACTIVITIES		104,466.95	186.48	38,880.84	65,586.11
3400 STUDENT ACTIVITIES					
01 000 000 420 3400 110	SALARIES-ATHLETIC	279,825.95	5,862.23	129,921.32	149,904.63
01 000 000 420 3400 210	HEALTH INSURANCE	8,748.21	595.32	4,119.40	4,628.81
01 000 000 420 3400 220	FICA	22,099.20	441.34	9,997.42	12,101.78
01 000 000 420 3400 230	TFFR	46,296.13	984.64	21,541.80	24,754.33
01 000 000 420 3400 430	REPAIRS	0.00	0.00	0.00	0.00
01 000 000 420 3400 580	TRAVEL	8,000.00	0.00	1,257.20	6,742.80
01 000 000 420 3400 890	OTHER	55,000.00	25.00	31,656.43	23,343.57
3400 STUDENT ACTIVITIES		419,969.49	7,908.53	198,493.57	221,475.92
420 ATHLETICS		419,969.49	7,908.53	198,493.57	221,475.92
3300 COMMUNITY SERVICES/PRE-K & DAYCARE					
01 000 000 800 3300 110	PRE SCHOOL SALARIES	68,119.68	5,676.64	28,383.20	39,736.48
01 000 000 800 3300 130	PRESCHOOL SUBS/AIDES	24,276.68	1,170.62	9,052.09	15,224.59
01 000 000 800 3300 210	PRESCHOOL HEALTH INSURANCE	20,387.91	1,490.53	9,307.42	11,080.49
01 000 000 800 3300 220	PRESCHOOL FICA	8,194.42	577.52	3,279.57	4,914.85
01 000 000 800 3300 230	PRESCHOOL TFFR/PERS	19,311.34	1,512.78	8,243.95	11,067.39

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
01 000 000 800 3300 300	PRESCHOOL PURCHASED PROF SERVICES	0.00	0.00	0.00	0.00
01 000 000 800 3300 430	PRESCHOOL CONTRACTS	0.00	0.00	0.00	0.00
01 000 000 800 3300 580	PRESCHOOL TRAVEL	250.00	0.00	0.00	250.00
01 000 000 800 3300 611	PRESCHOOL SUPPLIES	1,200.00	0.00	1,057.89	142.11
01 000 000 800 3300 618	PRESCHOOL FREIGHT	100.00	0.00	79.04	20.96
01 000 000 800 3300 640	PRESCHOOL BOOKS	1,200.00	0.00	1,027.13	172.87
01 000 000 800 3300 670	PRESCHOOL SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 800 3300 730	PRE SCHOOL EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 800 3300 800	PRESCHOOL Dues, Membership, Registration	200.00	0.00	0.00	200.00
3300	COMMUNITY SERVICES/PRE-K & DAYCARE	143,240.03	10,428.09	60,430.29	82,809.74
800	COMMUNITY SERVICES	143,240.03	10,428.09	60,430.29	82,809.74
3300	COMMUNITY SERVICES/PRE-K & DAYCARE				
01 000 000 890 3300 110	DAYCARE SALARIES	0.00	0.00	0.00	0.00
01 000 000 890 3300 130	DAYCARE SUBS/AIDS	168,168.15	10,354.93	90,067.75	78,100.40
01 000 000 890 3300 210	DAYCARE HEALTH INSURANCE	63,367.08	3,624.95	32,312.78	31,054.30
01 000 000 890 3300 220	DAYCARE FICA	17,712.45	916.88	8,078.57	9,633.88
01 000 000 890 3300 230	DAYCARE PERS	27,344.14	1,656.34	13,720.38	13,623.76
01 000 000 890 3300 290	DAYCARE OTHER EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00
01 000 000 890 3300 300	DAYCARE PURCHASED SERVICES	0.00	0.00	0.00	0.00
01 000 000 890 3300 410	DAYCARE UTILITY SERVICES	0.00	0.00	0.00	0.00
01 000 000 890 3300 430	DAYCARE REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00
01 000 000 890 3300 450	DAYCARE CONSTRUCTION	0.00	0.00	0.00	0.00
01 000 000 890 3300 580	DAYCARE TRAVEL	0.00	0.00	0.00	0.00
01 000 000 890 3300 611	DAYCARE SUPPLIES	5,000.00	0.00	1,009.18	3,990.82
01 000 000 890 3300 618	DAYCARE FREIGHT	100.00	0.00	0.00	100.00
01 000 000 890 3300 640	DAYCARE BOOKS	0.00	0.00	0.00	0.00
01 000 000 890 3300 670	DAYCARE SOFTWARE	0.00	0.00	0.00	0.00
01 000 000 890 3300 730	DAYCARE EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 890 3300 800	DAYCARE DUES, MEMBERSHIPS, REGISTRATION	500.00	0.00	548.00	(48.00)
3300	COMMUNITY SERVICES/PRE-K & DAYCARE	282,191.82	16,553.10	145,736.66	136,455.16
890	DAYCARE	282,191.82	16,553.10	145,736.66	136,455.16
3100	FOOD SERVICES				
01 000 000 910 3100 120	SALARIES	0.00	(19,975.29)	19,822.37	(19,822.37)
01 000 000 910 3100 210	HEALTH INSURANCE	0.00	(5,202.27)	5,437.44	(5,437.44)
01 000 000 910 3100 220	FICA	0.00	(1,646.68)	1,641.60	(1,641.60)
01 000 000 910 3100 230	PERS	0.00	(2,935.57)	3,158.35	(3,158.35)
01 000 000 910 3100 730	EQUIPMENT	0.00	0.00	0.00	0.00
01 000 000 910 3100 890	OTHER	0.00	0.00	0.00	0.00
3100	FOOD SERVICES	0.00	(29,759.81)	30,059.76	(30,059.76)
910	FOOD SERVICES	0.00	(29,759.81)	30,059.76	(30,059.76)
1000	INSTRUCTION				
01 068 000 261 1000 110 2024	SALARIES	89,193.05	7,432.40	40,949.50	48,243.55
01 068 000 261 1000 210 2024	HEALTH INSURANCE	17,388.08	1,492.06	7,288.14	10,099.94
01 068 000 261 1000 220 2024	FICA	6,822.95	533.38	2,959.34	3,863.61
01 068 000 261 1000 230 2024	TFFR	20,115.94	1,676.30	9,235.70	10,880.24
01 068 000 261 1000 300 2024	PURCHASED SERVICES	67,102.00	0.00	46,798.80	20,303.20
1000	INSTRUCTION	200,622.02	11,134.14	107,231.48	93,390.54
261	TITLE I PROGRAMS	200,622.02	11,134.14	107,231.48	93,390.54
1000	INSTRUCTION				
01 082 000 298 1000 300 2023	PURCHASED SERVICES	216.00	0.00	216.00	0.00
01 082 000 298 1000 300 2024	PURCHASED SERVICES	0.00	0.00	0.00	0.00
01 082 000 298 1000 580 2023	TRAVEL	0.00	0.00	0.00	0.00
01 082 000 298 1000 810 2023	DUES & FEES	0.00	0.00	0.00	0.00
1000	INSTRUCTION	216.00	0.00	216.00	0.00
298	OTHER FEDERAL PROGRAMS	216.00	0.00	216.00	0.00
1000	INSTRUCTION				
01 089 040 298 1000 730	EQUIPMENT	1,316.00	0.00	1,316.00	0.00
1000	INSTRUCTION	1,316.00	0.00	1,316.00	0.00
298	OTHER FEDERAL PROGRAMS	1,316.00	0.00	1,316.00	0.00
1000	INSTRUCTION				
01 095 000 342 1000 300	PURCHASED SERVICES	0.00	0.00	0.00	0.00
1000	INSTRUCTION	0.00	0.00	0.00	0.00
342	CONSUMER & HOMEMAKING	0.00	0.00	0.00	0.00

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
1000	INSTRUCTION				
01 103 020 298 1000 580	TRAVEL	0.00	0.00	0.00	0.00
1000	INSTRUCTION	0.00	0.00	0.00	0.00
298	OTHER FEDERAL PROGRAMS	0.00	0.00	0.00	0.00
1000	INSTRUCTION				
01 120 020 298 1000 640	SUPPLIES	0.00	0.00	0.00	0.00
1000	INSTRUCTION	0.00	0.00	0.00	0.00
298	OTHER FEDERAL PROGRAMS	0.00	0.00	0.00	0.00
1000	INSTRUCTION				
01 200 000 298 1000 110	SALARIES	40,684.43	3,390.02	16,950.10	23,734.33
01 200 000 298 1000 210	HEALTH INSURANCE	6,769.41	580.88	2,837.36	3,932.05
01 200 000 298 1000 220	FICA	3,370.98	267.66	1,336.45	2,034.53
01 200 000 298 1000 230	TFRR	6,175.18	764.58	3,022.90	2,352.28
01 200 000 298 1000 300	PURCHASED SERVICES	0.00	0.00	0.00	0.00
01 200 000 298 1000 610	SUPPLIES	3,000.00	0.00	399.00	2,601.00
1000	INSTRUCTION	60,000.00	5,003.14	25,345.81	34,654.19
298	OTHER FEDERAL PROGRAMS	60,000.00	5,003.14	25,345.81	34,654.19
01	GENERAL FUND	11,744,756.13	730,285.95	5,686,438.62	6,058,317.51

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
02	SPECIAL FUND				
6300	TRANSFERS TO OTHER FUNDS				
02 000 000 000 6300 920	TRANSFER OF FUNDS	0.00	0.00	0.00	0.00
6300	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00
000	UNDISTRIBUTED EXPENDITURES	0.00	0.00	0.00	0.00
02	SPECIAL FUND	0.00	0.00	0.00	0.00

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
03	CAPITAL PROJECTS				
1000	INSTRUCTION				
03 000 000 000 1000 700	PROPERTY	0.00	0.00	0.00	0.00
1000	INSTRUCTION	0.00	0.00	0.00	0.00
2513	RECEIVING & DISBURSING FUNDS				
03 000 000 000 2513 810	DUES & FEES	0.00	0.00	0.00	0.00
2513	RECEIVING & DISBURSING FUNDS	0.00	0.00	0.00	0.00
4100	FACILITY ACQ (BUILDING/LAND)				
03 000 000 000 4100 710	LAND AND IMPROVEMENTS	0.00	0.00	0.00	0.00
03 000 000 000 4100 720	BUILDING ACQUISITION	0.00	0.00	0.00	0.00
03 000 000 000 4100 721	BUILDING ACQUISITION-ATH COMPLEX	0.00	0.00	0.00	0.00
03 000 000 000 4100 730	EQUIPMENT	0.00	0.00	0.00	0.00
4100	FACILITY ACQ (BUILDING/LAND)	0.00	0.00	0.00	0.00
4210	CONSTRUCTION SERVICE (BY STAF)				
03 000 000 000 4210 610	MAINTENANCE AND FEES-STAFF HOUSING	20,000.00	1,388.65	11,880.14	8,119.86
03 000 000 000 4210 611	SUPPLIES	0.00	0.00	0.00	0.00
03 000 000 000 4210 650	SUPPLIES-TECHNOLOGY RELATED	0.00	0.00	0.00	0.00
03 000 000 000 4210 710	LAND & BLDGS-SPEC ASSESSMENT	0.00	0.00	0.00	0.00
03 000 000 000 4210 730	EQUIPMENT	0.00	0.00	0.00	0.00
03 000 000 000 4210 733	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00
4210	CONSTRUCTION SERVICE (BY STAF)	20,000.00	1,388.65	11,880.14	8,119.86
4220	CONST SERVICE (BY CONTRACTOR)				
03 000 000 000 4220 435	CONSTRUCTION SERVICES	1,094,065.87	32,606.86	732,438.54	361,627.33
4220	CONST SERVICE (BY CONTRACTOR)	1,094,065.87	32,606.86	732,438.54	361,627.33
6200	SCHOOL CONST LOAN REPAYMENTS				
03 000 000 000 6200 830	INTEREST PAYABLE	0.00	0.00	0.00	0.00
03 000 000 000 6200 910	PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00
6200	SCHOOL CONST LOAN REPAYMENTS	0.00	0.00	0.00	0.00
000	UNDISTRIBUTED EXPENDITURES	1,114,065.87	33,995.51	744,318.68	369,747.19
6200	SCHOOL CONST LOAN REPAYMENTS				
03 161 000 000 6200 810	DUES & FEES	0.00	0.00	0.00	0.00
03 161 000 000 6200 830	INTEREST PAYMENTS ON BONDS	0.00	0.00	0.00	0.00
03 161 000 000 6200 910	PRINCIPAL PAYMENTS ON BONDS	0.00	0.00	0.00	0.00
6200	SCHOOL CONST LOAN REPAYMENTS	0.00	0.00	0.00	0.00
000	UNDISTRIBUTED EXPENDITURES	0.00	0.00	0.00	0.00
03	CAPITAL PROJECTS	1,114,065.87	33,995.51	744,318.68	369,747.19

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
04	DEBT SERVICE				
6100	DEBT SERVICE PAYMENTS				
04 000 000 000 6100 330	PROFESSIONAL SERVICES	0.00	0.00	5,000.00	(5,000.00)
04 000 000 000 6100 810	DUES & FEES	0.00	0.00	500.00	(500.00)
04 000 000 000 6100 830	INTEREST	453,837.50	0.00	386,387.52	67,449.98
04 000 000 000 6100 910	REDEMPTION OF PRINCIPAL	900,000.00	0.00	900,000.00	0.00
6100	DEBT SERVICE PAYMENTS	1,353,837.50	0.00	1,291,887.52	61,949.98
6300	TRANSFERS TO OTHER FUNDS				
04 000 000 000 6300 920	TRANSFER OF FUNDS	0.00	0.00	0.00	0.00
6300	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00
000	UNDISTRIBUTED EXPENDITURES	1,353,837.50	0.00	1,291,887.52	61,949.98
6200	SCHOOL CONST LOAN REPAYMENTS				
04 161 000 000 6200 830	INTEREST	0.00	0.00	0.00	0.00
04 161 000 000 6200 910	REDEMPTION OF PRINCIPAL	0.00	0.00	0.00	0.00
6200	SCHOOL CONST LOAN REPAYMENTS	0.00	0.00	0.00	0.00
000	UNDISTRIBUTED EXPENDITURES	0.00	0.00	0.00	0.00
04	DEBT SERVICE	1,353,837.50	0.00	1,291,887.52	61,949.98

Expenditure Report by Function Killdeer School
Regular; Processing Month 01/2025; Fund Number 01, 02, 03, 04

Account Number	Account Description	Budget	Expended During Month	Expenditures to Date	Balance at EOM
Grand Total:		14,212,659.50	764,281.46	7,722,644.82	6,490,014.68

b. Personnel Reports

1. Resignations:

1. Kimberly Viviers - HS Paraprofessional
2. Alan Asay - Varsity Volleyball Coach
3. James Weber - Elementary Volleyball Coach

2. Retirement Notice:

1. Malinda Cotton - English Language Teacher
2. LeAnn Nelson - Elementary Technology Instructor

3. New Hires:

1. Lindsay Irwin - HS Paraprofessional
2. Desirae Tibor - Elementary Volleyball Coach
3. Shantel Lorenz - HS Music Advisor

Alan Asay
PO Box 338
Killdeer, ND 58640

Nick Walker
Athletic Director
101 High St. NW
Killdeer, Nd 58640

January 6, 2025

Mr. Walker,

This letter is to inform you that I am Resigning my position as Head Coach for Killdeer High School.

This has not been an easy decision for me, but I believe it is the best direction for the program. I do not feel I am able to motivate and lead these athletes in an upward direction any longer.

I am grateful to have had this opportunity to coach at Killdeer. This has been a wonderful experience for me, and I have loved working with these incredible young athletes. I wish you all success in all you do and will continue to support Killdeer Athletics in any way possible.

Thank you.

A handwritten signature in black ink, appearing to read 'Alan Asay', written in a cursive style.

Alan Asay

Retirement Letter

January 20, 2025

Malinda Cotton
321 3rd Ave NE
Killdeer, ND
58640

Andrew Cook-Elementary Principal
Jeff Simmons-Superintendent
KPS Board
101 High Street NW
Killdeer, ND 58640

Dear Mr. Cook,

I am writing to inform you that I will be retiring from my position as the EL teacher/Coordinator at Killdeer Public School on May 23, 2025.

It has been an honor and a privilege to serve the students, parents, and community of KPS for the past 11 years. Teaching has always been my passion, and I am grateful for the opportunity to have shared my knowledge and experience with so many wonderful students.

I am confident that the school will continue to thrive and provide an excellent education to its students in the future. I am proud to have been a part of its success and will do everything I can to ensure a smooth transition during my remaining time at the school.

Thank you for your support and understanding as I move on to the next chapter in my life. I will always cherish the memories and relationships that I have formed during my time at KPS.

Sincerely,
Malinda Cotton



LeAnn Nelson



4609 12D St NW



Garrison, ND 58540

January 27, 2025

Jeff Simmons, Superintendent
Andrew Cook, Principal
Rhonda Zastoupil, Business Manager

Killdeer Public School
101 High St NW
Killdeer, ND 58640

Dear Mr. Simmons, Mr. Cook and Mrs. Zastoupil:

Please consider this letter my official Letter of Resignation. The last 5 years at Killdeer Public School have been wonderful. Thank you for providing me the opportunity, not only to teach technology and STEM at the school, but also providing me the opportunity to integrate programs, such as: CLS SmartLab, Camp Invention, Family STEAM Night and LEGO Robotics. However, after over 30 years in the education profession, it is time for me to retire. I am looking forward to traveling, golfing, and most importantly, spending time with my family, including my eleven grandchildren.

My last day at Killdeer Public School will be the last contract day for school year 2024/2025. I would be happy to meet with you at your convenience to discuss the transition of my duties to my successor.

I wish the Killdeer Public School and all its students, teachers and staff much success in the coming years.

LeAnn Nelson, EdD

A handwritten signature in black ink that reads 'LeAnn Nelson' in a cursive style.

Elementary Technology Instructor
SmartLab Facilitator
STEAM Family Night Facilitator
FIRST LEGO League Coach

To Whom it May Concern:

This letter represents my official resignation from coaching elementary volleyball this next season due to my current work schedule demands.

It has been with great pleasure to work alongside everyone I had the opportunity to work with and will always appreciate the experience and friendships gained during my time here.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Weber', written in a cursive style.

James Weber

c. Food Service Reports

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 SCHOOL FOOD SERVICES

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
05 770					UNRESERVED FUND BALANCE	*Previous Balance				139,977.88
05 770					UNRESERVED FUND BALANCE					
05 000 1510					INTEREST EARNED					
01/31/2025	CR	26480			INTEREST EARNED	BRAVERA	0.00	227.03		
05 000 1611					STUDENT MEALS					
01/16/2025	CR	26432			TUDENT MEALS	DIAZ, KERRY M	0.00	3,778.30		
01/16/2025	CR	26433			REVTRAK STUDENT MEALS	DIAZ, KERRY M	0.00	9,520.40		
01/16/2025	CR	26434			ONLINE STUDENT MEAL	DIAZ, KERRY M	0.00	75.00		
01/30/2025	CR	26472			STUDENT MEALS	DIAZ, KERRY M	0.00	2,839.40		
01/30/2025	CR	26473			REVTRAK STUDENT MEALS	DIAZ, KERRY M	0.00	6,435.00		
01/30/2025	CR	26474			ONLINE STUDENT MEALS	DIAZ, KERRY M	0.00	100.00		
05 000 1620					ADULT MEALS					
01/16/2025	CR	26432			ADULT MEALS	DIAZ, KERRY M	0.00	440.00		
01/16/2025	CR	26434			ONLINE ADULT MEALS	DIAZ, KERRY M	0.00	1,002.25		
01/30/2025	CR	26472			ADULT MEALS	DIAZ, KERRY M	0.00	368.50		
01/30/2025	CR	26474			ONLINE ADULT MEALS	DIAZ, KERRY M	0.00	205.50		
05 000 4550					FEDERAL REIMBURSEMENT					
01/15/2025	CR	26479			FEDERAL REIMBURSEMENT	DEPT OF PUBLIC INSTRUCTION	0.00	11,263.45		
05 000 000 910 3100 120					SALARIES					
01/02/2025	CD	ELEM-02414 20250102	3	8715	Salaries	KILLDEER PUBLIC SCHOOL-GEN FUN	30,856.16	0.00		
05 000 000 910 3100 210					HEALTH INSURANCE					
01/02/2025	CD	ELEM-02414 20250102	3	8715	Health Insurance	KILLDEER PUBLIC SCHOOL-GEN FUN	7,920.99	0.00		
05 000 000 910 3100 220					FICA & MEDICARE					
01/02/2025	CD	ELEM-02414 20250102	3	8715	FICA	KILLDEER PUBLIC SCHOOL-GEN FUN	2,541.65	0.00		
05 000 000 910 3100 230					PERS					
01/02/2025	CD	ELEM-02414 20250102	3	8715	PERS	KILLDEER PUBLIC SCHOOL-GEN FUN	4,676.71	0.00		
05 000 000 910 3100 610					FOOD					
01/02/2025	CD	POELEM-03060 20250102	3	8716	SUPPLIES 3360556	PEPSI COLA BOTTLING COMPANY	571.80	0.00		
01/02/2025	CD	POELEM-03060 20250102	3	8716	SUPPLIES 3070088	PEPSI COLA BOTTLING COMPANY	24.64	0.00		
01/02/2025	CD	POELEM-03060 20250102	3	8716	SUPPLIES 3359864	PEPSI COLA BOTTLING COMPANY	403.94	0.00		
01/02/2025	CD	POELEM-03060 20250102	3	8716	SUPPLIES 3360335	PEPSI COLA BOTTLING COMPANY	308.04	0.00		
01/02/2025	CD	POELEM-03060 20250102	3	8716	SUPPLIES 3360066	PEPSI COLA BOTTLING COMPANY	793.24	0.00		
01/02/2025	CD	POELEM-03063 20250102	3	8718	FOOD 4303888	US FOODS	708.91	0.00		
01/02/2025	CD	POELEM-03063 20250102	3	8718	FOOD 4687629	US FOODS	601.21	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 SCHOOL FOOD SERVICES

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
01/02/2025	CD	POELEM-03063 20250102	3	8718	FOOD 4687630	US FOODS	33.94	0.00		
01/02/2025	CD	POELEM-03063 20250102	3	8718	FOOD 4303889	US FOODS	789.79	0.00		
01/02/2025	CD	POELEM-03063 20250102	3	8718	FOOD 4782174	US FOODS	901.36	0.00		
01/02/2025	CD	POELEM-03062 20250102	3	8717	FOOD 295830249	SYSCO NORTH DAKOTA, INC	3,370.12	0.00		
01/02/2025	CD	POELEM-03062 20250102	3	8717	FOOD 295830248	SYSCO NORTH DAKOTA, INC	4,017.16	0.00		
01/02/2025	CD	POELEM-03055 20555	3	8714	FOOD INV #20555	DEPARTMENT OF PUBLIC INSTRUCTION CKEN11	1,014.87	0.00		
01/07/2025	CD	POELEM-03082 20250107	3	8719	FOOD	HINRICHS SUPER VALU	36.14	0.00		
01/22/2025	CD	POELEM-03119 3361251	3	8721	FOOD 3361251	PEPSI COLA BOTTLING COMPANY	641.00	0.00		
01/22/2025	CD	POELEM-03119 3361251	3	8721	FOOD 3361015	PEPSI COLA BOTTLING COMPANY	433.12	0.00		
01/22/2025	CD	POELEM-03119 3361251	3	8721	FOOD 3361016	PEPSI COLA BOTTLING COMPANY	255.00	0.00		
01/22/2025	CD	POELEM-03118 20250122	3	8723	FOOD 5165245	US FOODS	696.62	0.00		
01/22/2025	CD	POELEM-03118 20250122	3	8723	FOOD 5002810	US FOODS	525.56	0.00		
01/22/2025	CD	POELEM-03118 20250122	3	8723	FOOD 5165246	US FOODS	556.43	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	FOOD 295845745	SYSCO NORTH DAKOTA, INC	1,333.45	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	FOOD 295841810	SYSCO NORTH DAKOTA, INC	2,205.70	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	FOOD 295838239	SYSCO NORTH DAKOTA, INC	1,004.72	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	CREDIT 295842904	SYSCO NORTH DAKOTA, INC	(42.36)	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	FOOD 295845744	SYSCO NORTH DAKOTA, INC	2,411.10	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	FOOD 295841809	SYSCO NORTH DAKOTA, INC	3,168.55	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	CREDIT 295842903	SYSCO NORTH DAKOTA, INC	(19.31)	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	CREDIT 19540368P	SYSCO NORTH DAKOTA, INC	(98.10)	0.00		
01/22/2025	CD	ELEM-02453 20250122	3	8720	FRUIT	KILLDEER FFA	221.54	0.00		
05 000 000 910 3100 611		SUPPLIES								
01/02/2025	CD	POELEM-03062 20250102	3	8717	DISPOSABLES 295830248	SYSCO NORTH DAKOTA, INC	73.27	0.00		
01/06/2025	GJ				CK CHGS-MAIN STREET CHECKS-DEPOSIT BOOKS		57.73	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 SCHOOL FOOD SERVICES

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
01/22/2025	CD	POELEM-03117 20250122	3	8722	DISPOSABLES 295841809	SYSCO NORTH DAKOTA, INC	170.33	0.00		
01/22/2025	CD	POELEM-03117 20250122	3	8722	DISPOSABLES 295845744	SYSCO NORTH DAKOTA, INC	65.20	0.00		
05 000 000 910 3100 810					DUES & FEES					
01/30/2025	GJ				JAN 2025 REVTRAK FEES-HL		359.21	0.00		
05 770					UNRESERVED FUND BALANCE	*Current Activity				(37,334.60)
						*Ending Balance:	73,589.43	36,254.83	0.00	102,643.28
					Fund Total: 05		73,589.43	36,254.83	0.00	102,643.28

Balance Sheet

Period Ending: January 2025

Annual; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 05

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 05 SCHOOL FOOD SERVICES				
<u>Current Assets</u>				
05 101	CASH	140,932.85	(37,334.60)	103,598.25
	Current Assets Subtotal:	140,932.85	(37,334.60)	103,598.25
Total Assets and Deferred Outflows of Resources:		140,932.85	(37,334.60)	103,598.25
<u>Current Liabilities</u>				
05 402	DUE TO OTHER FUNDS	954.97	0.00	954.97
	Current Liabilities Subtotal:	954.97	0.00	954.97
<u>Fund Balance</u>				
05 770	UNRESERVED FUND BALANCE	139,977.88	(37,334.60)	102,643.28
	Fund Balance Subtotal:	139,977.88	(37,334.60)	102,643.28
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		140,932.85	(37,334.60)	103,598.25

d. Student Activity Reports

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description					Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description						
06 760 701					ACTIVITIES	*Previous Balance				11,425.04	
06 760 701					ACTIVITIES						
06 001 600 410 3400 610					ACTIVITIES						
01/23/2025	CD	HS-01717 20250123	2	34344	Junior High Acalympic Fee	I-94 CONFERENCE	100.00	0.00			
01/23/2025	CD	HS-01717 20250123	2	34344	Senior High Acalympic Fee	I-94 CONFERENCE	150.00	0.00			
06 760 701					ACTIVITIES	*Current Activity				(250.00)	
						*Ending Balance:	250.00	0.00	0.00	11,175.04	
06 760 702					CAPTURING KIDS' HEARTS-HS	*Previous Balance				78.95	
06 760 702					CAPTURING KIDS' HEARTS-HS						
06 002 1721					CAPTURING KIDS' HEARTS-HS						
01/02/2025	CR	26394			CKH - Hat Day	GRIFFITHS, LACEY NICOLE	0.00	38.00			
01/16/2025	CR	26435			CKH - Hat Day	MURPHY, ANDREW	0.00	21.00			
01/24/2025	CR	26446			CKH - Hat Day	MURPHY, ANDREW	0.00	31.00			
06 760 702					CAPTURING KIDS' HEARTS-HS	*Current Activity				90.00	
						*Ending Balance:	0.00	90.00	0.00	168.95	
06 760 703					CLASS OF 2026	*Previous Balance				1,568.69	
06 760 703					CLASS OF 2026						
06 003 1721					CLASS OF 2026						
01/08/2025	CR	26404			JR Class Concessions	ELKINS, ABBIE M	0.00	1,365.50			
01/15/2025	CR	26428			JR Class Concessions	ZASTOUPIL, MARK A.	0.00	1,280.00			
01/17/2025	CR	26436			JR Class Concessions	ZASTOUPIL, MARK A.	0.00	2,434.50			
01/22/2025	CR	26443			JR Class Concessions	ELKINS, ABBIE M	0.00	1,005.50			
06 003 600 410 3400 610					CLASS OF 2026						
01/02/2025	CD	POELEM-03058 377994	2	34299	CONCESSION SUPPLIES 377994	BRAUN'S DISTRIBUTING	2,582.20	0.00			
01/02/2025	CD	POELEM-03058 377994	2	34299	CONCESSION SUPPLIES 378203	BRAUN'S DISTRIBUTING	112.50	0.00			
01/02/2025	CD	POELEM-03058 377994	2	34299	CONCESSION SUPPLIES 378753	BRAUN'S DISTRIBUTING	126.37	0.00			
01/07/2025	CD	POELEM-03083 20250107	2	34308	SUPPLIES 471432	COCA COLA	1,254.00	0.00			
01/07/2025	CD	POELEM-03083 20250107	2	34308	SUPPLIES 471738	COCA COLA	853.20	0.00			
01/07/2025	CD	POELEM-03069 20250107	2	34310	CONCESSION SUPPLIES	GRAB 'N GO	57.74	0.00			
01/07/2025	CD	POELEM-03082 20250107	2	34312	CONCESSION SUPPLIES	HINRICHS SUPER VALU	33.10	0.00			
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Correction: discount on shipping	VISA	(237.93)	0.00			
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Correction: Night of a Thousand Lights	VISA	3,049.99	0.00			

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Correction: ship	VISA	951.73	0.00		
01/21/2025	CD *	ELEM-02402 20250121-0012	2	34326	Correction: POPCORN MACHINE	VISA	1,346.00	0.00		
06 760 703		CLASS OF 2026				*Current Activity			(4,043.40)	
						*Ending Balance:	10,128.90	6,085.50	0.00	(2,474.71)
06 760 704		ANNUAL				*Previous Balance				8,864.00
06 760 704		ANNUAL								
06 004 1721		ANNUAL								
01/29/2025	CR	26466			Check #2184118	DIAZ, KERRY M	0.00	1,995.00		
06 760 704		ANNUAL				*Current Activity				1,995.00
						*Ending Balance:	0.00	1,995.00	0.00	10,859.00
06 760 705		ATHLETICS				*Previous Balance				26,632.80
06 760 705		ATHLETICS								
06 005 1721		ATHLETICS								
01/08/2025	CR	26405			Athletics - BBB Gate	WALKER, NICHOLAS DALE	0.00	662.00		
01/10/2025	CR	26408			Check #0000055841	JEPSON, JANELL R	0.00	1,374.93		
01/13/2025	CR	26410			Athletics - JH BBB Gate	WALKER, NICHOLAS DALE	0.00	521.00		
01/15/2025	CR	26427			Athletics - BBB Gate	WALKER, NICHOLAS DALE	0.00	544.00		
01/17/2025	CR	26437			Athletics - BBB Gate	WALKER, NICHOLAS DALE	0.00	1,107.00		
01/21/2025	CR	26439			Wrestling Tournament Fee	DIAZ, KERRY M	0.00	200.00		
01/21/2025	CR	26439			Wrestling Tournament Fee	DIAZ, KERRY M	0.00	200.00		
01/21/2025	CR	26440			Athletics - 9th Grade BB Jamboree	WALKER, NICHOLAS DALE	0.00	472.00		
01/22/2025	CR	26442			Athletics - GBB Gate	WALKER, NICHOLAS DALE	0.00	459.00		
01/24/2025	CR	26447			Check #30461 Wrestling Tourney	DIAZ, KERRY M	0.00	200.00		
01/28/2025	CR	26462			Wrestling Dual 1/24/25 Gate	WALKER, NICHOLAS DALE	0.00	924.00		
01/28/2025	CR	26462			Wrest Tourn 1/25/25 Gate	WALKER, NICHOLAS DALE	0.00	2,390.00		
01/29/2025	CR	26464			Jamestown Public School ck # 157742	DIAZ, KERRY M	0.00	200.00		
01/29/2025	CR	26468			plentywood school district ck# 2203	DIAZ, KERRY M	0.00	20.00		
01/29/2025	CR	26468			newtown public schools ck # 69708	DIAZ, KERRY M	0.00	90.00		
01/29/2025	CR	26468			velva high school ck# 30951	DIAZ, KERRY M	0.00	200.00		
01/29/2025	CR	26468			United Public School Dist. Des Lacs ck#	DIAZ, KERRY M	0.00	200.00		
01/30/2025	CR	26469			ATHLETIC FEE	DIAZ, KERRY M	0.00	85.00		
01/30/2025	CR	26470			ATHLETIC FEE	DIAZ, KERRY M	0.00	85.00		
01/30/2025	CR	26471			REVTRAK ATHLETIC FEE	DIAZ, KERRY M	0.00	75.00		
06 005 600 410 3400 610		ATHLETICS								
01/02/2025	CD	HS-01687 20250102	2	34296	ref pay	Sayler, Dan	100.00	0.00		
01/02/2025	CD	HS-01687 20250102	2	34296	milage	Sayler, Dan	46.90	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>			<u>Chart of Account Description</u>				<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>	<u>Entity Name</u>				
01/02/2025	CD	HS-01686 20250102	2	34297	Jh Boys bb ref 2 games	SAYLER, MITCH	100.00	0.00		
01/02/2025	CD	HS-01688 20250102	2	34302	Tournament entry fee for Spearfish girls	SPEARFISH SCHOOL DISTRICT	100.00	0.00		
01/06/2025	CD	HS-01699 20250106	2	34305	HS Boys basketball official jv & varsity	FISHER, TODD	160.00	0.00		
01/06/2025	CD	HS-01702 20250106	2	34306	HS Boys basketball official jv & varsity	FLAAGAN, KEVIN	160.00	0.00		
01/06/2025	CD	HS-01702 20250106	2	34306	milage	FLAAGAN, KEVIN	67.00	0.00		
01/06/2025	CD	HS-01701 20250106	2	34304	HS Boys basketball official jv & varsity	BECK, JEFFERSON	160.00	0.00		
01/06/2025	CD	HS-01701 20250106	2	34304	milage	BECK, JEFFERSON	60.30	0.00		
01/06/2025	CD	HS-01688 20250102 Void Check	2	34302	Tournament entry fee for Spearfish girls	SPEARFISH SCHOOL DISTRICT	(100.00)	0.00		
01/07/2025	CD	HS-01698 20250107	2	34314	JHBBB Jamboree fee	RICHARDTON-TAYLOR PUBLIC SCHOOL	100.00	0.00		
01/07/2025	CD	ELEM-02423 20250107	2	34311	Hotel in Valley City	GRANDSTAY HOTEL AND SUITES - VALLEY CITY (1843)	4,199.72	0.00		
01/07/2025	CD	HS-01700 20250107	2	34307	Tournament Entry Fee	BISMARCK PUBLIC SCHOOLS	400.00	0.00		
01/07/2025	CD	ELEM-02422 20250107	2	34313	fee-BBB	NDHSAA	50.00	0.00		
01/10/2025	CD	ELEM-02436 20250110	2	34316	official	PETERS, MICHAEL	160.00	0.00		
01/10/2025	CD	ELEM-02436 20250110	2	34316	mileage	PETERS, MICHAEL	24.50	0.00		
01/10/2025	CD	ELEM-02435 20250110	2	34315	offical	DEAN, CALVIN	160.00	0.00		
01/10/2025	CD	ELEM-02435 20250110	2	34315	mileage	DEAN, CALVIN	49.00	0.00		
01/10/2025	CD	ELEM-02437 20250110	2	34317	official	WALTERS, TROY	160.00	0.00		
01/10/2025	CD	ELEM-02437 20250110	2	34317	mileage	WALTERS, TROY	89.60	0.00		
01/15/2025	CD	ELEM-02447 20250115	2	34319	official	FLAAGAN, KEVIN	160.00	0.00		
01/15/2025	CD	ELEM-02447 20250115	2	34319	mileage	FLAAGAN, KEVIN	70.00	0.00		
01/15/2025	CD	ELEM-02446 20250115	2	34320	official	KECK, SCOTT	160.00	0.00		
01/15/2025	CD	ELEM-02446 20250115	2	34320	mileage	KECK, SCOTT	49.00	0.00		
01/15/2025	CD	ELEM-02448 20250115	2	34318	official	FILIBECK, BRIAN	160.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/7 HS C ref 1 game	SAYLER, MITCH	60.00	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>					<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>	<u>Entity Name</u>				
01/16/2025	CD	HS-01709 20250116	2	34321	1/11 JH Jamboree 4 games	SAYLER, MITCH	200.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/11 milage	SAYLER, MITCH	49.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/13 HS C ref 1 game	SAYLER, MITCH	60.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/16 HS C ref 1 game	SAYLER, MITCH	60.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/18 HS Jamboree 3 games	SAYLER, MITCH	180.00	0.00		
01/16/2025	CD	HS-01709 20250116	2	34321	1/18 milage	SAYLER, MITCH	49.00	0.00		
01/20/2025	CD	ELEM-02463 20250120	2	34323	official	FISHER, TODD	160.00	0.00		
01/20/2025	CD	ELEM-02463 20250120	2	34323	mileage	FISHER, TODD	49.00	0.00		
01/20/2025	CD	ELEM-02465 20250120	2	34324	official	FLAAGAN, KEVIN	160.00	0.00		
01/20/2025	CD	ELEM-02465 20250120	2	34324	mileage	FLAAGAN, KEVIN	70.00	0.00		
01/20/2025	CD	ELEM-02464 20250120	2	34322	official	BECK, JEFFERSON	160.00	0.00		
01/22/2025	CD	ELEM-02450 20250122	2	34334	wrestling test	NDHSAA	25.00	0.00		
01/22/2025	CD	HS-01710 20250122	2	34333	Tournament Entry Fee	HAZEN PUBLIC SCHOOL	200.00	0.00		
01/22/2025	CD	ELEM-02449 20250122	2	34328	dues region 7	BEULAH HIGH SCHOOL	93.65	0.00		
01/22/2025	CD	POELEM-03139 75369264	2	34335	WRESTLING STAY 12/20/24	Sleep Inn & Suites Minot	693.00	0.00		
01/22/2025	CD	POELEM-03122 67231	2	34336	GAME COVERAGE 12.1.24- 12.31.24	THERAPY SOLUTIONS	2,033.00	0.00		
01/22/2025	CD	POELEM-03140 2574293	2	34331	HOTEL STAY 12.6.24	EVERSPRING INN	769.65	0.00		
01/23/2025	CD	ELEM-02479 20250123	2	34339	official	DEBOER, TODD	385.00	0.00		
01/23/2025	CD	ELEM-02479 20250123	2	34339	mileage	DEBOER, TODD	189.00	0.00		
01/23/2025	CD	ELEM-02476 20250123	2	34342	official	PAZDERNICK, MIKE	765.00	0.00		
01/23/2025	CD	ELEM-02476 20250123	2	34342	mileage	PAZDERNICK, MIKE	135.80	0.00		
01/23/2025	CD	ELEM-02477 20250123	2	34343	official	STEEKE, COLBY	765.00	0.00		
01/23/2025	CD	ELEM-02477 20250123	2	34343	mileage	STEEKE, COLBY	49.00	0.00		
01/23/2025	CD	ELEM-02478 20250123	2	34341	official	GERHARDT, CLAY	385.00	0.00		
01/23/2025	CD	ELEM-02478 20250123	2	34341	mileage	GERHARDT, CLAY	135.80	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number			Chart of Account Description			Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
01/23/2025	CD	ELEM-02475 20250123	2	34338	official	BLAKENBAKER, WADE	765.00	0.00		
01/23/2025	CD	ELEM-02475 20250123	2	34338	mileage	BLAKENBAKER, WADE	154.00	0.00		
01/23/2025	CD	ELEM-02480 20250123	2	34340	official	DETIENNE, KYLE	385.00	0.00		
01/23/2025	CD	ELEM-02480 20250123	2	34340	mileage	DETIENNE, KYLE	89.60	0.00		
01/23/2025	CD	ELEM-02481 20250123	2	34345	track wrestling	SCHMALTZ, ALEX	400.00	0.00		
01/23/2025	CD	ELEM-02481 20250123	2	34345	mileage	SCHMALTZ, ALEX	238.00	0.00		
01/30/2025	CD	ELEM-02493 20250130	2	34346	official	FISHER, TODD	200.00	0.00		
01/30/2025	CD	ELEM-02493 20250130	2	34346	mileage	FISHER, TODD	49.00	0.00		
01/30/2025	CD	ELEM-02495 20250130	2	34347	official	FLAAGAN, KEVIN	200.00	0.00		
01/30/2025	CD	ELEM-02495 20250130	2	34347	mileage	FLAAGAN, KEVIN	70.00	0.00		
01/30/2025	CD	ELEM-02494 20250130	2	34348	official	WALTERS, TROY	200.00	0.00		
01/30/2025	CD	ELEM-02494 20250130	2	34348	mileage	WALTERS, TROY	89.60	0.00		
01/30/2025	GJ				JAN 2025 REVTRAK PROCESSING FEES		153.66	0.00		
06 760 705					ATHLETICS	*Current Activity				(7,711.85)
						*Ending Balance:	17,720.78	10,008.93	0.00	18,920.95
06 760 706					CLASS OF 2029	*Previous Balance				395.17
						*Ending Balance:	0.00	0.00	0.00	395.17
06 760 709					CHEERLEADERS MISC.	*Previous Balance				9,546.02
06 760 709					CHEERLEADERS MISC.					
06 009 1721					CHEERLEADERS MISC.					
01/28/2025	CR	26461			Cheer Misc - Wrestling Concessions 1/24/	KUNTZ, HOLLIE MEGAN	0.00	977.00		
01/28/2025	CR	26461			Cheer Misc - Wrestling Concessions 1/25/	KUNTZ, HOLLIE MEGAN	0.00	2,506.00		
01/28/2025	CR	26461			Cheer Misc - Wrestling Concessions 1/25/	KUNTZ, HOLLIE MEGAN	0.00	1,499.00		
06 009 600 410 3400 610					CHEERLEADERS MISC.					
01/02/2025	CD	POELEM-03050 40716500	2	34303	VSF WOMEN'S SHELL, 4 COLOR DOUBLE DECKER	VARSITY SPIRIT FASHION	3,297.45	0.00		
06 760 709					CHEERLEADERS MISC.	*Current Activity				1,684.55
						*Ending Balance:	3,297.45	4,982.00	0.00	11,230.57
06 760 710					CHEERLEADER UNIFORMS	*Previous Balance				3,451.02

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
						*Ending Balance:	0.00	0.00	0.00	3,451.02
06 760 713					GIRLS GOLF MISC	*Previous Balance				772.39
						*Ending Balance:	0.00	0.00	0.00	772.39
06 760 715					HOT LUNCH DONATIONS	*Previous Balance				1,906.09
						*Ending Balance:	0.00	0.00	0.00	1,906.09
06 760 716					SAFETY PATROL	*Previous Balance				2,848.42
06 760 716					SAFETY PATROL					
06 016 600 410 3400 610					SAFETY PATROL					
01/21/2025	CD	ELEM-02391 20250121-0010	2	34326	gifts	VISA	190.38	0.00		
06 760 716					SAFETY PATROL	*Current Activity				(190.38)
						*Ending Balance:	190.38	0.00	0.00	2,658.04
06 760 717					CHROMEBOOK REPAIR	*Previous Balance				719.12
						*Ending Balance:	0.00	0.00	0.00	719.12
06 760 719					ATHLETES ASSISTANCE	*Previous Balance				594.33
						*Ending Balance:	0.00	0.00	0.00	594.33
06 760 720					CROSS COUNTRY MISC.	*Previous Balance				359.88
06 760 720					CROSS COUNTRY MISC.					
06 020 1721					CROSS COUNTRY MISC.					
01/03/2025	CR	26398			XC Misc - Hat Day	HORGESHIMER, NATHAN SCOTT	0.00	23.00		
06 760 720					CROSS COUNTRY MISC.	*Current Activity				23.00
						*Ending Balance:	0.00	23.00	0.00	382.88
06 760 723					ELEMENTARY POP FUND	*Previous Balance				(81.41)
06 760 723					ELEMENTARY POP FUND					
06 023 600 410 3400 610					ELEMENTARY POP FUND					
01/07/2025	CD	POELEM-03083 20250107	2	34308	SUPPLIES 471445	COCA COLA	270.00	0.00		
06 760 723					ELEMENTARY POP FUND	*Current Activity				(270.00)
						*Ending Balance:	270.00	0.00	0.00	(351.41)
06 760 724					FAMILY & CONSUMER SCIENCE	*Previous Balance				317.23
						*Ending Balance:	0.00	0.00	0.00	317.23
06 760 726					FB UNIFORMS	*Previous Balance				1,500.00
						*Ending Balance:	0.00	0.00	0.00	1,500.00
06 760 728					FFA	*Previous Balance				35,326.94

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
06 760 728			FFA							
06 028 1721			FFA							
01/03/2025	CR	26400			FFA Sponsorship	LEIER, DAVID	0.00	1,000.00		
01/03/2025	CR	26401			FFA - Fruit Fundraiser	JOHNSON, ERIK	0.00	71.00		
01/23/2025	CR	26444			FFA Fundraising Dunn Co Ireland	LEIER, DAVID	0.00	1,500.00		
01/23/2025	CR	26445			FFA Fruit Fundraiser	JOHNSON, ERIK	0.00	1,579.00		
01/27/2025	CR	26458			FFA - 50/50 Raffle @ Wrestling	LEIER, DAVID	0.00	738.00		
01/29/2025	CR	26467			Check #008720	DIAZ, KERRY M	0.00	221.54		
06 028 600 410 3400 610			FFA							
01/07/2025	CD	HS-01690 5960	2	34309	Engraving on plaques	FOUR SEASONS TROPHIES	11.00	0.00		
01/07/2025	CD	HS-01690 5960	2	34309	Engraving on plaques	FOUR SEASONS TROPHIES	8.00	0.00		
01/07/2025	CD	POELEM-03082 20250107	2	34312	FRUIT	HINRICHS SUPER VALU	11,074.26	0.00		
01/21/2025	CD	POELEM-03143 20250121	2	34325	FOOD AT CLOVERS IN MANDAN	VISA	167.55	0.00		
01/22/2025	CD	HS-01697 20250122	2	34330	HOTEL STAY MANDAN	COMFORT INN & SUITES	396.00	0.00		
01/31/2025	CD	HS-01728 20250131	2	34349	Registration for Roughrider Judging Cont	DICKINSON STATE UNIVERSITY	108.00	0.00		
06 760 728			FFA			*Current Activity			(6,655.27)	
						*Ending Balance:	11,764.81	5,109.54	0.00	28,671.67
06 760 729			GIRLS BB UNIFORMS			*Previous Balance				953.60
						*Ending Balance:	0.00	0.00	0.00	953.60
06 760 730			INTEREST - CHECKING			*Previous Balance				27,841.45
06 760 730			INTEREST - CHECKING							
06 030 1721			INTEREST - CHECKING							
01/31/2025	CR	26481			INTEREST - CHECKING	BRAVERA	0.00	745.12		
06 760 730			INTEREST - CHECKING			*Current Activity				745.12
						*Ending Balance:	0.00	745.12	0.00	28,586.57
06 760 733			GIRLS GOLF UNIFORMS			*Previous Balance				522.26
						*Ending Balance:	0.00	0.00	0.00	522.26
06 760 734			LIBRARY			*Previous Balance				5,563.92
						*Ending Balance:	0.00	0.00	0.00	5,563.92
06 760 735			MUSIC			*Previous Balance				17,274.38
						*Ending Balance:	0.00	0.00	0.00	17,274.38
06 760 736			NATIONAL HONOR SOCIETY			*Previous Balance				335.07
06 760 736			NATIONAL HONOR SOCIETY							
06 036 1721			NATIONAL HONOR SOCIETY							
01/09/2025	CR	26407			Dues	WILZ, KAITLYN	0.00	20.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
06 760 736					NATIONAL HONOR SOCIETY	*Current Activity				20.00
						*Ending Balance:	0.00	20.00	0.00	355.07
06 760 738					ELEM STAFF BEVERAGE MACHINE	*Previous Balance				0.00
						*Ending Balance:	0.00	0.00	0.00	0.00
06 760 740					SCHOOL DISTRICT	*Previous Balance				(290.93)
						*Ending Balance:	0.00	0.00	0.00	(290.93)
06 760 741					ROBOTICS	*Previous Balance				4,728.94
06 760 741					ROBOTICS					
06 041 600 410 3400 610					ROBOTICS					
01/21/2025	CD	HS-01678	2	34325	Tshirts for robotics 16 shirts, 4 small,	VISA	353.78	0.00		
06 760 741		20250121-0006			ROBOTICS	*Current Activity				(353.78)
						*Ending Balance:	353.78	0.00	0.00	4,375.16
06 760 742					STUDENT COUNCIL	*Previous Balance				5,800.32
06 760 742					STUDENT COUNCIL					
06 042 1721					STUDENT COUNCIL					
01/02/2025	CR	26393			Stu.Co. - Teacher Jeans week	GRIFFITHS, LACEY NICOLE	0.00	61.00		
01/31/2025	CR	26477			Hot Chocolate Donation	KERR, MARGARET L	0.00	20.00		
06 042 600 410 3400 610					STUDENT COUNCIL					
01/02/2025	CD	ELEM-02396	2	34298	sticky notes	AMAZON CAPITAL SERVICES	19.99	0.00		
06 760 742		1XJ1-FP3X-TPXP			STUDENT COUNCIL	*Current Activity				61.01
						*Ending Balance:	19.99	81.00	0.00	5,861.33
06 760 743					SUNSHINE ACCOUNT-ELEM	*Previous Balance				483.47
						*Ending Balance:	0.00	0.00	0.00	483.47
06 760 744					TRACK & FOOTBALL FIELD MAINTENANCE	*Previous Balance				110,738.15
						*Ending Balance:	0.00	0.00	0.00	110,738.15
06 760 745					TRACK UNIFORMS	*Previous Balance				2,072.78
						*Ending Balance:	0.00	0.00	0.00	2,072.78
06 760 746					AGRICULTURE	*Previous Balance				0.00
						*Ending Balance:	0.00	0.00	0.00	0.00
06 760 747					VOLLEYBALL UNIFORMS	*Previous Balance				458.01
						*Ending Balance:	0.00	0.00	0.00	458.01
06 760 748					WRESTLING UNIFORMS	*Previous Balance				29.00

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
						*Ending Balance:	0.00	0.00	0.00	29.00
06 760 749					HIGH SCHOOL MUSICAL	*Previous Balance				4,739.59
						*Ending Balance:	0.00	0.00	0.00	4,739.59
06 760 754					PRESCHOOL	*Previous Balance				943.58
						*Ending Balance:	0.00	0.00	0.00	943.58
06 760 755					SUNSHINE FUND-HS	*Previous Balance				209.18
						*Ending Balance:	0.00	0.00	0.00	209.18
06 760 757					ELEMENTARY MUSIC	*Previous Balance				8,103.53
						*Ending Balance:	0.00	0.00	0.00	8,103.53
06 760 758					JEANS FOR CHARITY	*Previous Balance				8,025.75
06 760 758					JEANS FOR CHARITY					
06 058 600 410 3400 610					JEANS FOR CHARITY					
01/22/2025	CD	POELEM-03112 20250122	2	34327	SCHOLARSHIP PAYOUT - JEANS FOR CHARITY	ARNDT, AUTUMN	750.00	0.00		
06 760 758					JEANS FOR CHARITY	*Current Activity				(750.00)
						*Ending Balance:	750.00	0.00	0.00	7,275.75
06 760 759					ELEMENTARY STUDENT COUNCIL	*Previous Balance				3,238.24
06 760 759					ELEMENTARY STUDENT COUNCIL					
06 059 1721					ELEMENTARY STUDENT COUNCIL					
01/10/2025	CR	26409			Check #4930953	JEPSON, JANELL R	0.00	59.80		
01/15/2025	CR	26429			Christmas Jean Cash and Check	JEPSON, JANELL R	0.00	272.00		
01/16/2025	CR	26430			Check #000202475	DIAZ, KERRY M	0.00	60.50		
06 760 759					ELEMENTARY STUDENT COUNCIL	*Current Activity				392.30
						*Ending Balance:	0.00	392.30	0.00	3,630.54
06 760 760					S.A.D.D.	*Previous Balance				1,011.96
06 760 760					S.A.D.D.					
06 060 600 410 3400 610					S.A.D.D.					
01/22/2025	CD	HS-01705 20250122	2	34337	Red Ribbon Week Materials	VETTEL, COURTNEY C	364.33	0.00		
06 760 760					S.A.D.D.	*Current Activity				(364.33)
						*Ending Balance:	364.33	0.00	0.00	647.63
06 760 761					CROSS COUNTRY UNIFORMS	*Previous Balance				4,102.64
						*Ending Balance:	0.00	0.00	0.00	4,102.64
06 760 765					SCIENCE GRANT-ELEM	*Previous Balance				6.03
						*Ending Balance:	0.00	0.00	0.00	6.03

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
06 760 766					CHEERLEADER UNIFORMS FB	*Previous Balance			0.00	
						*Ending Balance:	0.00	0.00	0.00	
06 760 767					GIRLS BB MISC.	*Previous Balance			4,577.55	
06 760 767					GIRLS BB MISC.					
06 067 600 410 3400 610					GIRLS BB MISC.					
01/02/2025	CD	HS-01689 20250102	2	34301	REIMBURSE FOR SUBWAY MEAL	PRUITT, GREG ALAN	114.13	0.00		
01/02/2025	CD	ELEM-02401 928205458	2	34300	WOMENS TECH FLEECE PANT	BSN SPORTS	1,530.00	0.00		
01/02/2025	CD	ELEM-02401 928205458	2	34300	WOMENS TECH FLEECE HOODIE	BSN SPORTS	2,070.00	0.00		
01/02/2025	CD	ELEM-02401 928205458	2	34300	MENS TECH FLEECE HOODIE	BSN SPORTS	115.00	0.00		
01/02/2025	CD	ELEM-02401 928205458	2	34300	FREIGHT ON ORDER	BSN SPORTS	240.00	0.00		
06 760 767					GIRLS BB MISC.	*Current Activity			(4,069.13)	
						*Ending Balance:	4,069.13	0.00	508.42	
06 760 769					CLASS OF 2024	*Previous Balance			4,793.89	
						*Ending Balance:	0.00	0.00	4,793.89	
06 760 770					CLOSE UP	*Previous Balance			4,521.53	
06 760 770					CLOSE UP					
06 070 1721					CLOSE UP					
01/03/2025	CR	26399			Close-Up Payment	MURPHY, ANDREW	0.00	1,500.00		
01/09/2025	CR	26406			Close Up - Vending Machine	MURPHY, ANDREW	0.00	30.00		
01/15/2025	CR	26426			Close-Up Downpayment	MURPHY, ANDREW	0.00	290.00		
01/22/2025	CR	26441			Close-Up- Donation for student	MURPHY, ANDREW	0.00	500.00		
01/28/2025	CR	26459			Close-Up Donation	MURPHY, ANDREW	0.00	2,500.00		
01/31/2025	CR	26478			Close-Up Vending Machine	MURPHY, ANDREW	0.00	232.00		
06 760 770					CLOSE UP	*Current Activity			5,052.00	
						*Ending Balance:	0.00	5,052.00	9,573.53	
06 760 771					CLASS OF 2025	*Previous Balance			9,806.36	
06 760 771					CLASS OF 2025					
06 071 600 410 3400 610					CLASS OF 2025					
01/21/2025	CD	ELEM-02383 20250121-0005	2	34325	Night of a Thousand Lights	VISA	3,049.99	0.00		
01/21/2025	CD	ELEM-02383 20250121-0005	2	34325	ship	VISA	951.73	0.00		
01/21/2025	CD	ELEM-02383 20250121-0005	2	34325	discount on shipping	VISA	(237.93)	0.00		
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Reversal: discount on shipping	VISA	237.93	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Reversal: Night of a Thousand Lights	VISA	(3,049.99)	0.00		
01/21/2025	CD *	ELEM-02383 20250121-0005	2	34325	Reversal: ship	VISA	(951.73)	0.00		
01/21/2025	CD *	ELEM-02402 20250121-0012	2	34326	Reversal: POPCORN MACHINE	VISA	(1,346.00)	0.00		
01/21/2025	CD	ELEM-02402 20250121-0012	2	34326	POPCORN MACHINE	VISA	1,346.00	0.00		
06 760 771					CLASS OF 2025	*Current Activity				0.00
						*Ending Balance:	0.00	0.00	0.00	9,806.36
06 760 772					VOLLEYBALL MISC.	*Previous Balance				7,236.58
						*Ending Balance:	0.00	0.00	0.00	7,236.58
06 760 773					STEAM-ELEM.	*Previous Balance				6,402.39
06 760 773					STEAM-ELEM.					
06 073 1721					STEAM-ELEM.					
01/29/2025	CR	26465			Check #1401	DIAZ, KERRY M	0.00	1,400.00		
06 760 773					STEAM-ELEM.	*Current Activity				1,400.00
						*Ending Balance:	0.00	1,400.00	0.00	7,802.39
06 760 774					STAFF WELLNESS	*Previous Balance				455.00
06 760 774					STAFF WELLNESS					
06 074 600 410 3400 610					STAFF WELLNESS					
01/22/2025	CD	ELEM-02439 20250122	2	34332	Donation from Jingle Bell Run for the Fi	HANSON, KRISTLE	455.00	0.00		
06 760 774					STAFF WELLNESS	*Current Activity				(455.00)
						*Ending Balance:	455.00	0.00	0.00	0.00
06 760 775					ALLAN & KAYE DOLEZAL SCHOLARSHIP FUND	*Previous Balance				3,000.00
06 760 775					ALLAN & KAYE DOLEZAL SCHOLARSHIP FUND					
06 075 600 410 3400 610					ALLAN & KAYE DOLEZAL SCHOLARSHIP FUND					
01/22/2025	CD	POELEM-03112 20250122	2	34327	SCHOLARSHIP PAYOUT - ALLAN & KAYE DOLEZA	ARNDT, AUTUMN	1,000.00	0.00		
06 760 775					ALLAN & KAYE DOLEZAL SCHOLARSHIP FUND	*Current Activity				(1,000.00)
						*Ending Balance:	1,000.00	0.00	0.00	2,000.00
06 760 776					FOOTBALL MISC.	*Previous Balance				4,574.98
						*Ending Balance:	0.00	0.00	0.00	4,574.98
06 760 777					BOYS GOLF MISC.	*Previous Balance				891.31
06 760 777					BOYS GOLF MISC.					

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

<u>Chart of Account Number</u>			<u>Chart of Account Description</u>			<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
06 077 1721					BOYS GOLF MISC.					
01/08/2025	CR	26403			Check #3904	JOHNSEN, CLAYTON L	0.00	100.00		
06 760 777					BOYS GOLF MISC.	*Current Activity				100.00
						*Ending Balance:	0.00	100.00	0.00	991.31
06 760 778					HS GYMNASIUM SPONSORSHIP	*Previous Balance				3,923.74
						*Ending Balance:	0.00	0.00	0.00	3,923.74
06 760 779					TRACK MISC.	*Previous Balance				1,548.06
06 760 779					TRACK MISC.					
06 079 1721					TRACK MISC.					
01/17/2025	CR	26438			Track Misc - Hat Day	MURPHY, ANDREW	0.00	27.00		
01/31/2025	CR	26476			Track Misc - Hat Day	HORGESHIMER, NATHAN SCOTT	0.00	20.00		
06 760 779					TRACK MISC.	*Current Activity				47.00
						*Ending Balance:	0.00	47.00	0.00	1,595.06
06 760 781					BOYS GOLF UNIFORM	*Previous Balance				824.00
						*Ending Balance:	0.00	0.00	0.00	824.00
06 760 782					BOYS BB MISC.	*Previous Balance				2,077.04
06 760 782					BOYS BB MISC.					
06 082 600 410 3400 610					BOYS BB MISC.					
01/02/2025	CD	HS-01689 20250102	2	34301	REIMBURSE FOR SUBWAY MEAL	PRUITT, GREG ALAN	114.12	0.00		
06 760 782					BOYS BB MISC.	*Current Activity				(114.12)
						*Ending Balance:	114.12	0.00	0.00	1,962.92
06 760 783					WRESTLING MISC.	*Previous Balance				8,787.76
06 760 783					WRESTLING MISC.					
06 083 1721					WRESTLING MISC.					
01/16/2025	CR	26431			Check #18457	DIAZ, KERRY M	0.00	940.50		
01/28/2025	CR	26460			Wrestling Tourn Breakfast	GRIFFITHS, LACEY NICOLE	0.00	598.00		
06 760 783					WRESTLING MISC.	*Current Activity				1,538.50
						*Ending Balance:	0.00	1,538.50	0.00	10,326.26
06 760 784					SPEECH	*Previous Balance				1,577.05
						*Ending Balance:	0.00	0.00	0.00	1,577.05
06 760 785					ELEM GUIDANCE MISC	*Previous Balance				10,966.88
06 760 785					ELEM GUIDANCE MISC					
06 085 600 410 3400 610					ELEM GUIDANCE MISC					
01/21/2025	CD	ELEM-02382 20250121-0013	2	34326	snowpants	VISA	104.90	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number		Chart of Account Description		Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description			
06 760 785					ELEM GUIDANCE MISC			(104.90)
					*Current Activity			
					*Ending Balance:	104.90	0.00	10,861.98
06 760 786					ART SUPPLIES			1,552.91
					*Previous Balance			
					*Ending Balance:	0.00	0.00	1,552.91
06 760 788					RALPH AND BERNIECE THOMAS SCHOLARSHIP			1,200.00
					*Previous Balance			
					*Ending Balance:	0.00	0.00	1,200.00
06 760 789					HOSA			17,165.71
					*Previous Balance			
06 760 789					HOSA			
06 089 1721					HOSA			
	01/08/2025	CR	26402		Jams & Salsa Fundraiser	0.00	350.00	
	01/28/2025	CR	26463		HOSA - Soda Shack	0.00	644.00	
06 760 789					HOSA			994.00
					*Current Activity			
					*Ending Balance:	0.00	994.00	18,159.71
06 760 791					KIDS ON THE RUN			541.86
					*Previous Balance			
					*Ending Balance:	0.00	0.00	541.86
06 760 792					DR SEUSS READING GROUP			303.00
					*Previous Balance			
					*Ending Balance:	0.00	0.00	303.00
06 760 793					IMAGINATION LIBRARY			3,148.48
					*Previous Balance			
					*Ending Balance:	0.00	0.00	3,148.48
06 760 794					COLLEGE & CAREER WEEK SCHOLARHIPS			1,113.00
					*Previous Balance			
					*Ending Balance:	0.00	0.00	1,113.00
06 760 795					KATHERINE KLEEMANN EDUCATION SCHOLARSHIP			2,100.00
					*Previous Balance			
					*Ending Balance:	0.00	0.00	2,100.00
06 760 796					FEREBEE SCHOLARSHIP			600.00
					*Previous Balance			
06 760 796					FEREBEE SCHOLARSHIP			
06 096 600 410 3400 610					FEREBEE SCHOLARSHIP			
	01/22/2025	CD	POELEM-03138 2	34329	SCHOLARSHIP PAYOUT - FERELEE SCHOLARSHIP	250.00	0.00	
06 760 796					FEREBEE SCHOLARSHIP			(250.00)
					*Current Activity			
					*Ending Balance:	250.00	0.00	350.00
06 760 798					MINION MENTORING SCHOLARSHIP			344.12
					*Previous Balance			
					*Ending Balance:	0.00	0.00	344.12

Activity Fund Balance Report - Detail - Exclude Encumbrances

01/2025 - 01/2025

Regular; Beginning Month 01/2025; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

Fund: 06 STUDENT ACTIVITY FUND

Chart of Account Number

Chart of Account Description

Entry Date JR Reference # Check Acct Check # Description

Entity Name

Expenses

Revenues

Balance Change

Balance

Fund Total: 06

51,103.57

38,663.89

0.00

404,709.12

Balance Sheet

Period Ending: January 2025

Annual; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 06 STUDENT ACTIVITY FUND				
<u>Current Assets</u>				
06 101	CASH	417,080.32	(12,439.68)	404,640.64
06 110	DUE FROM OTHER FUNDS	68.48	0.00	68.48
	Current Assets Subtotal:	417,148.80	(12,439.68)	404,709.12
Total Assets and Deferred Outflows of Resources:		417,148.80	(12,439.68)	404,709.12

<u>Fund Balance</u>				
06 760 701	ACTIVITIES	11,425.04	(250.00)	11,175.04
06 760 702	CAPTURING KIDS' HEARTS-HS	78.95	90.00	168.95
06 760 703	CLASS OF 2026	1,568.69	(4,043.40)	(2,474.71)
06 760 704	ANNUAL	8,864.00	1,995.00	10,859.00
06 760 705	ATHLETICS	26,632.80	(7,711.85)	18,920.95
06 760 706	CLASS OF 2029	395.17	0.00	395.17
06 760 709	CHEERLEADERS MISC.	9,546.02	1,684.55	11,230.57
06 760 710	CHEERLEADER UNIFORMS	3,451.02	0.00	3,451.02
06 760 713	GIRLS GOLF MISC	772.39	0.00	772.39
06 760 715	HOT LUNCH DONATIONS	1,906.09	0.00	1,906.09
06 760 716	SAFETY PATROL	2,848.42	(190.38)	2,658.04
06 760 717	CHROMEBOOK REPAIR	719.12	0.00	719.12
06 760 719	ATHLETES ASSISTANCE	594.33	0.00	594.33
06 760 720	CROSS COUNTRY MISC.	359.88	23.00	382.88
06 760 723	ELEMENTARY POP FUND	(81.41)	(270.00)	(351.41)
06 760 724	FAMILY & CONSUMER SCIENCE	317.23	0.00	317.23
06 760 726	FB UNIFORMS	1,500.00	0.00	1,500.00
06 760 728	FFA	35,326.94	(6,655.27)	28,671.67
06 760 729	GIRLS BB UNIFORMS	953.60	0.00	953.60
06 760 730	INTEREST - CHECKING	27,841.45	745.12	28,586.57
06 760 733	GIRLS GOLF UNIFORMS	522.26	0.00	522.26
06 760 734	LIBRARY	5,563.92	0.00	5,563.92
06 760 735	MUSIC	17,274.38	0.00	17,274.38
06 760 736	NATIONAL HONOR SOCIETY	335.07	20.00	355.07
06 760 738	ELEM STAFF BEVERAGE MACHINE	0.00	0.00	0.00
06 760 740	SCHOOL DISTRICT	(290.93)	0.00	(290.93)
06 760 741	ROBOTICS	4,728.94	(353.78)	4,375.16
06 760 742	STUDENT COUNCIL	5,800.32	61.01	5,861.33
06 760 743	SUNSHINE ACCOUNT-ELEM	483.47	0.00	483.47
06 760 744	TRACK & FOOTBALL FIELD MAINTENANCE	110,738.15	0.00	110,738.15
06 760 745	TRACK UNIFORMS	2,072.78	0.00	2,072.78
06 760 746	AGRICULTURE	0.00	0.00	0.00
06 760 747	VOLLEYBALL UNIFORMS	458.01	0.00	458.01
06 760 748	WRESTLING UNIFORMS	29.00	0.00	29.00
06 760 749	HIGH SCHOOL MUSICAL	4,739.59	0.00	4,739.59

Balance Sheet

Period Ending: January 2025

User ID: RLZ

Annual; Processing Month 01/2025; Accounts to Include Accounts with Activity; Fund Number 06

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
06 760 754	PRESCHOOL	943.58	0.00	943.58
06 760 755	SUNSHINE FUND-HS	209.18	0.00	209.18
06 760 757	ELEMENTARY MUSIC	8,103.53	0.00	8,103.53
06 760 758	JEANS FOR CHARITY	8,025.75	(750.00)	7,275.75
06 760 759	ELEMENTARY STUDENT COUNCIL	3,238.24	392.30	3,630.54
06 760 760	S.A.D.D.	1,011.96	(364.33)	647.63
06 760 761	CROSS COUNTRY UNIFORMS	4,102.64	0.00	4,102.64
06 760 765	SCIENCE GRANT-ELEM	6.03	0.00	6.03
06 760 766	CHEERLEADER UNIFORMS FB	0.00	0.00	0.00
06 760 767	GIRLS BB MISC.	4,577.55	(4,069.13)	508.42
06 760 769	CLASS OF 2024	4,793.89	0.00	4,793.89
06 760 770	CLOSE UP	4,521.53	5,052.00	9,573.53
06 760 771	CLASS OF 2025	9,806.36	0.00	9,806.36
06 760 772	VOLLEYBALL MISC.	7,236.58	0.00	7,236.58
06 760 773	STEAM-ELEM.	6,402.39	1,400.00	7,802.39
06 760 774	STAFF WELLNESS	455.00	(455.00)	0.00
06 760 775	ALLAN & KAYE DOLEZAL SCHOLARSHIP FUND	3,000.00	(1,000.00)	2,000.00
06 760 776	FOOTBALL MISC.	4,574.98	0.00	4,574.98
06 760 777	BOYS GOLF MISC.	891.31	100.00	991.31
06 760 778	HS GYMNASIUM SPONSORSHIP	3,923.74	0.00	3,923.74
06 760 779	TRACK MISC.	1,548.06	47.00	1,595.06
06 760 781	BOYS GOLF UNIFORM	824.00	0.00	824.00
06 760 782	BOYS BB MISC.	2,077.04	(114.12)	1,962.92
06 760 783	WRESTLING MISC.	8,787.76	1,538.50	10,326.26
06 760 784	SPEECH	1,577.05	0.00	1,577.05
06 760 785	ELEM GUIDANCE MISC	10,966.88	(104.90)	10,861.98
06 760 786	ART SUPPLIES	1,552.91	0.00	1,552.91
06 760 788	RALPH AND BERNIECE THOMAS SCHOLARSHIP	1,200.00	0.00	1,200.00
06 760 789	HOSA	17,165.71	994.00	18,159.71
06 760 791	KIDS ON THE RUN	541.86	0.00	541.86
06 760 792	DR SEUSS READING GROUP	303.00	0.00	303.00
06 760 793	IMAGINATION LIBRARY	3,148.48	0.00	3,148.48
06 760 794	COLLEGE & CAREER WEEK SCHOLARHIPS	1,113.00	0.00	1,113.00
06 760 795	KATHERINE KLEEMANN EDUCATION SCHOLARSHIP	2,100.00	0.00	2,100.00
06 760 796	FEREBEE SCHOLARSHIP	600.00	(250.00)	350.00
06 760 798	MINION MENTORING SCHOLARSHIP	344.12	0.00	344.12
Fund Balance Subtotal:		417,148.80	(12,439.68)	404,709.12
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		417,148.80	(12,439.68)	404,709.12

e. Open Enrollment & Tuition Agreement Reports

February 2025

Open Enrollment Applications:

1. Covan Holcomb, Gr 4, Mandaree
2. Zayden Riddles, Gr K, Mandaree

Tuition Agreements:

1. Covan Holcomb, Gr 4, Mandaree
2. Zayden Riddles, Gr K, Mandaree

D. Administrator Reports

February Activity Board Report:

Winter Activity Seasons:

- Most are entering their final month of competition

Spring Activity Seasons

- Track Schedules are set and will be added to the r school calendar shortly
- Golf Schedule will be done in March.

Other Activity information:

- We host 2 Tournaments in February
 - West Region Wrestling- 2/15
 - Class B Girls Basketball- 2/24-2/27
- Handbook-
 - I have begun the process of evaluating the handbook
 - Looking for loopholes and making adjustments to issues we had this year.
 - Handbook for 25-26 will be complete in May
- Home events
 - We will host less home events at the JH Level and Elem next year
 - Approx 40 percent of our JH/Elem events do not have a ticket taker-we are thankful for those that do help us at our events.
 - The Cost of officials and workers has a detrimental effect on my budget
- Budget
 - As stated above I am examining all areas in budgeting
 - With the rising cost of officials, we will cut some home events at the sub varsity level.
 - No overnight trip for bbb and gbb next year
 - Other areas are being looked at
 - None of the cuts will be noticeable or affect kids.
 - We are in a better spot than we were 3 years ago but have a way to go to keep an account at zero or out of the red, that starts at zero in it every year.
- Summer Weight Room
 - Will begin the planning process for all of this in March.

NDCEL Weekly Legislative Trend Report #5

Week of January 31 - February 7, 2025

Executive Summary

Last week's legislative activity saw a unanimous House vote on the student expulsion/suspension revisions (HB1223) and near-unanimous support for clarifying cell phone policies (HB1160). Charter school proposals generated spirited committee testimony, culminating in HB1358 receiving a narrow do-not-pass recommendation. Meanwhile, HB1288 (attorney general oversight for district compliance) failed on the House floor (24–64), signaling legislators' reluctance to layer duplicative investigations on schools.

Key Legislative Actions

- HB1288 ("Compliance"): Defeated 24–64 in House.
- HB1160 (Cell Phones): Passed House 89–3.
- HB1358 (Public Charter Schools): Committee recommended do-not-pass (7–6), next step is a House floor vote.
- HB1141 (Use of Public Services/Property for Political Purposes): Continues to prompt strong opposition (NDCEL warns it endangers associations that opposed certain ballot measures).
- HB1475 (Free School Meals): Set for hearing Monday; membership generally supportive of expanded meal programs.
- HB1494 (ELL Weighted Funding): Hearing soon; potential boost in weighted units for English learners.
- HB1482 (Bond Elections Only at Primary/General): Creates longer gaps before school building referendums; widely seen as problematic.

Recap of January 27-31, 2025

Last week's legislative activity saw a unanimous House vote on the student expulsion/suspension revisions (HB1223) and near-unanimous support for clarifying cell phone policies (HB1160). Charter school proposals generated spirited committee testimony, culminating in HB1358 receiving a narrow do-not-pass recommendation. Meanwhile, HB1288 (attorney general oversight for district compliance) failed on the House floor (24–64), signaling legislators' reluctance to layer duplicative investigations on schools.

Recommended Action Items for NDCEL Members

1. Oppose HB1141:
 - a. Engage legislators immediately; highlight how it constrains public-education advocacy.
2. Monitor/Prepare Testimony on Charter & Microschool Bills:
 - a. SB2241, HB1358, HB1472. Emphasize current local innovation waivers and potential harm to public-school resources.
3. Address Property Tax Caps (HB1353)
 - a. Work with local boards to illustrate the impact on district budgets. Offer amendment ideas that maintain viable local revenue for K–12.
4. Support Weighted ADM Adjustments & Meal Program
 - a. HB1494 (ELL weighting) and HB1475 (meals) align with membership's priorities regarding equitable supports for students.
5. Oppose ESA bills
 - a. SB 2303, HB1607, HB 1590, HB 1540, SB 2400. CALL TO ACTION

Legislative Events this Week

Monday, February 3

- 10:00 AM – Senate Education (Rm 216): SB2241 (Public Charter Schools) – High stakes: Oppose expansion without local oversight.
- 2:30 PM – House Education (Coteau AB): HB1475 (Free School Meals) – Support testimony encouraged.
- 3:30 PM – House Education (Coteau AB): HB1494 (ELL Weighted Funding) – Critical for districts serving English Learners.

Tuesday, February 4

- 9:00 AM – House Education (Coteau AB): HB1472 (Microschools) – Oppose, citing oversight & resource concerns.

-
- 2:30 PM – Senate Education (Rm 216): SB2303 (ESA Program) – NDCEL strongly opposes.

In a separate email I'll have a call to action on bills that we need LOTS of at the bare minimum written testimony. I'll include directions, links, and, bullet points to help your testimony. Although there are MULTIPLE ESA bills, the testimony you send it can be likely very much the same for each one - thereby needing to only write once, but submit that to several bills.

This is a big week folks, I'm going to need your help!

Wednesday, February 5

- 9:00 AM – House Appropriations (Roughrider): Ongoing testimony on HB1012.
- 10:00 AM – Senate Education (Rm 216): SB2400 (ESA Program) – Another voucher-like measure—oppose.
- 2:30 PM – House Education (Coteau AB): HB1540 (ESA Program) – Continued fight against private-school funding.

Superintendent February Board Report

Legislative Session

The legislative session is in full swing. NDSBA, NDCEL and ND United uniting and are battling for our public schools and are sending regular updates. NDCEL provides a weekly ZOOM call and Dr. Aimee Copas leads the call. We have strong people leading the charge. It seems like every session sees an increasing and alarming number of intrusive bills that attempt to micromanage what happens in schools. The example that comes to mind is a bill to make it a law prohibiting the use of cell phones in a classroom. This is a local control issue and should be left up to how school districts.

An attachment from NDCEL has been included breaking down educational bills submitted.

Strategic Planning

This is a work in progress. I am looking forward to presenting what was put together when the April Board meeting rolls around.

Title I Audit

The Title I audit has been submitted. The Title I audit was massive. I would like to thank Ruth Adams and Malinda Cotton for their help and expertise. Mrs. Adams is the Homeless liaison, and Malinda is our English Language Learner liaison. Their contribution to this endeavor was significant. Rhonda Zastoupil provided a large portion of the fiscal information. Mrs. Nicole Walker had the lion's share of the report, putting together the instructional components. The school receives approximately \$200,000 from this federal grant which essentially pays for our EL coordinator that we are required to employ in addition to paying the salary for an interventionist. These are critical areas of high need in our district. The time and effort are significant, but the services are essential in meeting the needs of our students.

This was the school's first audit of this program and there will be areas identified that need to be fixed and things that we are not doing that we must begin. We will make the adjustments and continue to apply for the grant. This process (audit) has created a system and program that will mechanize and automate as we proceed in the future. This program just started 4 years ago. Previously, \$200,000 was left on the table.

KHS February Board Report 2025

SWCTE

I have been working alongside our CTE teachers and in conjunction with SWCTE to plan out how to get students to attend their campus next school year. We have developed a plan that includes pre-requisites so that our CTE programs continue to flourish. We have opened the opportunity to attend SWCTE to juniors and seniors for next year. We have worked out our bell schedule so that students would be able to drive and attend classes during every block at SWCTE, depending on where their registered course falls. We also have it worked out with SWCTE director on what to do in the event students are unable to drive due to winter weather. This will allow students to take specialized classes in a more narrowed focus course of study. Below is a list of content areas that students can enroll into:

- Business (Media and Graphic Design)
- Computer Science
- Culinary Arts
- Health Sciences
- Public Safety (EMR, Police, Firefighter)
- Trades and Industry
 - Architecture and Drafting
 - Auto Tech
 - Construction
 - Diesel Tech
 - Heavy Equipment Operation
 - CDL

FastBridge Testing Data

We have recently concluded our winter FastBridge testing. For this testing period we tested grades 7, 8, and 9 in both Reading and Math. I have included data tables that I will discuss in the meeting. The major conclusions from the data is that we need to enhance Tier 1 instruction to retain more benchmark students. Our Tier 2 students need more intervention instruction to build their base knowledge and understanding. Our Tier 3 students are making good progress and should continue to with how we have structured their intervention time. We made some adjustments for intervention at the start of the semester because we realized the war we were doing interventions in the first semester was not idea. We will continue to focus on math for interventions and help our Tier 2 and 3 students build their foundation to see continual improvement.

5. Program:
LEGO League presentation - Presented by Dr. LeAnn Nelson, April Dutchuk and the Team

Followed by:

Student Assessment Breakdown - Mrs. Nicole Walker and Mr. Andrew Cook

6. Unfinished Business
 - A. Consider Policy FFH Student Dress Code

RECOMMENDED

FFH - STUDENT DRESS CODE

The Board recognizes that responsibility for the dress and appearance of students rests with individual students and their parent(s)/guardian(s). Students should use sound judgment by reflecting respect for themselves, the District, and others in dress and grooming. The Board shall not interfere with this right unless the personal choices of students create a disruptive influence on school programs or affects the health or safety of others. Students shall not be prevented from attending school or a school-sponsored activity because of appearance if style, fashion, or taste is the sole criterion for such action.

Prohibitions

The District prohibits students wearing or carrying clothing, jewelry, book bags, or other personal articles on school property and/or at school-sponsored activities, regardless of location, that:

1. Is reasonably likely to substantially disrupt the educational environment or operations of the school;
2. Poses a health or safety risk to staff, students, or others;
3. Depicts profanity, vulgarity, obscenity, or violence;
4. Is destructive to school property and/or causes excessive maintenance problems (e.g., cleats, pants with metal inserts that scratch furniture);
5. Is intended to identify the student as a member of a gang; or
6. Promotes illegal activities and/or the use of alcohol, tobacco, or other illegal drugs.

Administration shall make reasonable efforts to notify students of these rules. Each building principal shall develop age-appropriate procedures for handling and disciplining students in violation of these rules.

School administrators may require students that work with or around machines, or participate in physical education classes, extracurricular activities, or other activities to wear certain apparel which meets reasonable health and safety standards as established by the Board. Administrators may not prescribe a specific brand that students must buy.

The District will seek to accommodate cultural, religious, and ethnic differences in dress and grooming, provided such dress or grooming does not materially or substantially disrupt the educational process of the school or create a health or safety hazard for students, staff, or others.

End of [Name of District] Policy FFHAdopted:

[11/20]

NOTICE

RECOMMENDED

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Policy Services members should refrain from sending any NDSBA policy templates outside their District. Districts with policy template requests or questions should contact our office at 1-800-932-8791.

SAMPLE

MEMBER REQUESTED

FFH - STUDENT DRESS CODE

The Board encourages students to use sound judgment in dress and grooming. While attention seeking devices in dress and grooming are discouraged, students shall not be prevented from attending school or a school-sponsored activity because of appearance if style, fashion, or taste is the sole criterion for such action.

Prohibitions

The District prohibits the following articles of clothing or decoration at school-sponsored functions and/or on school property. Clothing/decoration that:

1. Is reasonably likely to substantially disrupt the educational environment.
2. Poses a health or safety risk.
3. Is destructive to school property and/or causes excessive maintenance problems.
4. Is intended to identify the student as a member of a gang.
5. Promotes illegal activities and/or the use of tobacco or alcohol.

The administration will make reasonable efforts to notify students of these rules. Each building principal shall develop a procedure for handling and disciplining students in violation of these rules.

While the school administration may require students participating in physical education classes to wear certain apparel which meets reasonable health and safety standards as established by the Board, they may not prescribe a specific brand that students must buy.

End of Killdeer School District #16 Policy FFH.....Adopted: 03/11/15

B. Consider the 2025-2026 School Calendar

2025-2026 School Event Calendar

Killdeer Public School

2025-2026 School Year



August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 Days	
7	Football Starts
18	Volleyball Starts
11	Cross Country Starts
4	Girls Golf Starts
4-15	Flexible Teacher Work Days
18&19	Teacher In-Service
20	First Day of School

21 Days	
1	Labor Day (No School)
24	Early Out; 1:30 Dismissal

21 Days	
6&8	Elem P/T Conferences
8&15	HS P/T Conferences
15	End of 1st Quarter (40 Days)
16&17	NDCEL Conference (No School)
29	Early Out; 1:30 Dismissal

15 Days	
10	Teacher In-Service (No School)
10	Wrestling Starts
11	Veterans Day (No School)
17	Girls Basketball Starts
26	Flexible Teacher Work Day (No School)
26-28	Thanksgiving Break

15 Days	
1	Boys Basketball Starts
19	End of 2nd Quarter (40 Days)
22	Christmas Break Starts
	School Resumes Jan 6th

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18 Days	
5	Teacher Work Day (No School)
6	School Resumes
19	Teacher In-Service (No School)
	Martin Luther King Jr. Day

19 Days	
4&11	HS P/T Conferences
9&11	Elem P/T Conferences
20	In Lieu of Day (No School)
23	Track Starts

20 Days	
5	End of 3rd Quarter (41 Days)
6	In Lieu of Day (No School)
20	Storm Day (No School)

20 Days	
3	Good Friday (No School)
6	Easter Monday (Storm Day)
6	Boys Golf Starts
17	Teacher Work Day
29	Early Out; 1:30 Dismissal

14 Days	
20	Early Out/Last Day; 1:30pm Dismissal
20	End of 4th Quarter (50 Days)
21	Flexible Teacher Work Day
24	Graduation Day
25	Memorial Day

Note: 184 Teacher Contract Days
 171 Student Contact Days, 3 Mandated Vacation, 2 In Lieu of Days,
 4 Teacher In-Service Days, 4 Teacher Work Days
 Teacher In-Service Dates - August 18th & 19th, November 10th & January 19th
 In-Lieu of Dates - February 20th & March 6th
 Mandated Vacation Days - Labor Day, Veteran's Day, Good Friday

7. New Business

A. Consider Brady-Martz Financial Audit Results for Fiscal Year 2023-2024

**KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
KILLDEER, NORTH DAKOTA**

AUDITED FINANCIAL STATEMENTS

JUNE 30, 2024

TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statement of Net Position	4
Statement of Activities	5
Balance Sheet - Governmental Funds	6
Reconciliation of the Governmental Funds Balance Sheet to the Government-wide Statement of Net Position	7
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	8
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	9
Notes to the Financial Statements	10
REQUIRED SUPPLEMENTARY INFORMATION	
Budgetary Comparison Schedule of the General Fund	35
Schedule of District's Contributions to the TFFR and NDPERS Pension Plans	36
Schedule of District's Contributions to the NDPERS OPEB Plan	37
Schedule of District's Proportionate Share of Net Pension Liability	38
Schedule of District's Proportionate Share of Net OPEB Liability	39
Notes to the Required Supplementary Information	40
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS	42
SCHEDULE OF FINDINGS AND RESPONSES	44

INDEPENDENT AUDITOR'S REPORT

Governing Board
Killdeer Public School District No. 16
Killdeer, North Dakota

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Killdeer Public School District No. 16, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Killdeer Public School District No. 16, as of June 30, 2024, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Killdeer Public School District No. 16, and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Killdeer Public School District No. 16's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, schedule of district's contributions to the TFFR and NDPERS pension plans, schedule of district's contributions to the NDPERS OPEB plan, schedule of district's proportionate share of net pension liability, schedule of district's share of net OPEB liability, and notes to required supplementary information, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of

America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2025 on our consideration of Killdeer Public School District No. 16's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Killdeer Public School District No. 16's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Killdeer Public School District No. 16's internal control over financial reporting and compliance.



**BRADY, MARTZ & ASSOCIATES, P.C.
GRAND FORKS, NORTH DAKOTA**

January 7, 2025

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
STATEMENT OF NET POSITION
JUNE 30, 2024

	Governmental Activities
ASSETS	
Cash and investments	\$ 13,046,687
Investments	1,912,202
Accounts receivable, net	281,645
Interest receivable	1,100
Taxes receivable	163,998
Prepaid items	55,829
Capital assets	
Land and buildings	48,221,850
Building improvements	2,962,795
Vehicles	1,871,690
Furniture and equipment	3,279,440
Construction in process	5,495
Less accumulated depreciation	<u>(10,295,684)</u>
Total capital assets, net of depreciation	<u>46,045,586</u>
Total Assets	61,507,047
Deferred Outflows of Resources	
Derived from pension	3,413,254
Derived from OPEB	<u>34,109</u>
Total Deferred Outflows of Resources	3,447,363
Liabilities	
Accounts payable	136,759
Salaries and benefits payable	1,010,232
Accrued Interest	226,578
Bonds payable due in one year	900,000
Long-term liabilities	
Net pension liability	8,919,629
Net OPEB liability	58,900
General obligation bonds payable	<u>13,614,181</u>
Total Liabilities	24,866,279
Deferred Inflows of Resources	
Derived from pension	2,409,045
Derived from OPEB	<u>17,337</u>
Total Deferred Inflows of Resources	2,426,382
Net Position	
Net investment in capital assets	31,531,405
Restricted for	
Student activities	486,308
Capital projects	4,569,434
Special reserve	1,018,076
Debt service	1,543,444
Unrestricted	<u>(1,486,918)</u>
Total Net Position	\$ <u>37,661,749</u>

See Notes to the Financial Statements

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental Activities					
Instruction	\$ 7,926,871	\$ 410,065	\$ 436,228	\$ -	\$ (7,080,578)
Instructional staff	300,101	-	-	-	(300,101)
General administration	307,435	-	-	-	(307,435)
School administration	577,885	-	-	-	(577,885)
Business administration	534,864	-	-	-	(534,864)
Operation and maintenance	934,845	90,487	-	-	(844,358)
Student transportation	611,442	-	181,693	-	(429,749)
Central support services	37,850	-	-	-	(37,850)
Other support services	28,296	-	-	-	(28,296)
Food service	590,352	218,504	170,024	-	(201,824)
Adult education/community services	423,483	149,791	-	-	(273,692)
Student activities	1,143,018	708,109	-	-	(434,909)
Building construction	270,107	-	-	5,950,000	5,679,893
Interest and fees on long-term debt	154,961	-	-	-	(154,961)
	\$ 13,841,510	\$ 1,576,956	\$ 787,945	\$ 5,950,000	(5,526,609)
General Revenues:					
Taxes:					
Property Taxes, Levied for general purposes					4,285,121
Property Taxes, Levied for capital projects					740,478
Property Taxes, Levied for debt service					1,576,302
Oil and Gas Production Taxes					3,340,295
Flood Control					1,371,976
Other					14,374
State Aid					2,067,226
Unrestricted Investment Earnings					359,654
Other Revenues					198,932
Total General Revenues					13,954,358
Changes in Net Position					8,427,749
Net Position, Beginning of Year					29,234,000
Net Position, End of Year					\$ 37,661,749

See Notes to the Financial Statements

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
BALANCE SHEET – GOVERNMENTAL FUNDS
JUNE 30, 2024

	<u>Major Funds</u>			Other Governmental Funds	Total Governmental Funds
	General	Capital Projects	Debt Service		
ASSETS					
Cash and investments	\$ 6,254,449	\$ 4,551,094	\$ 1,730,345	\$ 510,799	\$ 13,046,687
Investments	1,373,052	-	-	539,150	1,912,202
Accounts receivable	281,645	-	-	-	281,645
Interest receivable	700	-	-	400	1,100
Taxes receivable	105,981	18,340	39,677	-	163,998
Due from other funds	1,023	-	-	-	1,023
Prepaid items	55,829	-	-	-	55,829
TOTAL ASSETS	<u>\$ 8,072,679</u>	<u>\$ 4,569,434</u>	<u>\$ 1,770,022</u>	<u>\$ 1,050,349</u>	<u>\$ 15,462,484</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 136,759	\$ -	\$ -	\$ -	\$ 136,759
Due to other funds	68	-	-	955	1,023
Salaries and benefits payable	1,010,232	-	-	-	1,010,232
Total liabilities	1,147,059	-	-	955	1,148,014
Deferred inflows of resources:					
Unavailable property taxes	92,451	15,988	34,183	-	142,622
Total liabilities and deferred inflows of resources	1,239,510	15,988	34,183	955	1,290,636
Fund balances:					
Nonspendable	55,829	-	-	-	55,829
Restricted for student activities	486,308	-	-	-	486,308
Restricted for capital projects	-	4,553,446	-	-	4,553,446
Restricted for special reserve	-	-	-	1,018,076	1,018,076
Restricted for debt service	-	-	1,735,839	-	1,735,839
Assigned for:					
Food service	-	-	-	31,318	31,318
Unassigned	6,291,032	-	-	-	6,291,032
Total fund balances	6,833,169	4,553,446	1,735,839	1,049,394	14,171,848
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 8,072,679</u>	<u>\$ 4,569,434</u>	<u>\$ 1,770,022</u>	<u>\$ 1,050,349</u>	<u>\$ 15,462,484</u>

See Notes to the Financial Statements

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
GOVERNMENT-WIDE STATEMENT OF NET POSITION
JUNE 30, 2024

Total fund balances - governmental funds		\$ 14,171,848
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Cost	56,341,270	
Accumulated Depreciation	<u>(10,295,684)</u>	46,045,586
Deferred outflows of resources are not a financial resource available for the current period, and therefore, are not reported in the governmental funds balance sheet.		
		3,447,363
Deferred inflows of resources are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.		
		(2,426,382)
Property taxes receivable will be collected this year but are not available soon enough to pay for the current period expenditures, and therefore are deferred in the funds.		
		142,622
Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities, both current and long-term, are reported in the statement of net position. Balances at June 30, 2023 are:		
General obligation bonds payable	(14,514,181)	
Net pension liability	(8,919,629)	
Net OPEB liability	<u>(58,900)</u>	<u>(23,492,710)</u>
Interest payable is not due and payable in the current period and, therefore, is not reported as a receivable/liability in the governmental funds.		
		<u>(226,578)</u>
Net position of governmental activities		<u>\$ 37,661,749</u>

See Notes to the Financial Statements

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

	Major Funds			Other Governmental Funds	Total Governmental Funds
	General	Capital Projects	Debt Service		
	General	Projects	Debt Service		
Revenues:					
Property taxes	\$ 4,255,935	\$ 735,434	\$ 1,569,980	\$ -	\$ 6,561,349
Oil & gas production taxes	3,340,295	-	-	-	3,340,295
Local aid	1,386,350	-	5,950,000	-	7,336,350
State aid	2,295,039	-	-	4,939	2,299,978
Federal aid	390,108	-	-	165,086	555,194
Fees and charges	1,267,964	90,487	-	218,504	1,576,955
Earnings on investments	345,395	-	-	14,260	359,655
Miscellaneous	184,932	14,000	-	-	198,932
Total Revenues	13,466,018	839,921	7,519,980	402,789	22,228,708
Expenditures					
Current					
Instruction	6,187,216	-	-	-	6,187,216
Instructional staff	300,101	-	-	-	300,101
General administration	307,435	-	-	-	307,435
School administration	386,070	-	-	-	386,070
Business administration	534,864	-	-	-	534,864
Operation and maintenance	934,845	-	-	-	934,845
Student transportation	513,768	-	-	-	513,768
Central support services	37,850	-	-	-	37,850
Other support services	28,296	-	-	-	28,296
Food service	-	-	-	590,352	590,352
Adult education/community services	423,483	-	-	-	423,483
Student activities	1,143,018	-	-	-	1,143,018
Building construction	-	270,108	-	-	270,108
Capital outlay	196,804	1,123,081	-	-	1,319,885
Debt service					
Principal	-	-	6,745,000	-	6,745,000
Interest and fees	-	-	473,039	-	473,039
Total expenditures	10,993,750	1,393,189	7,218,039	590,352	20,195,330
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,472,268	(553,268)	301,941	(187,563)	2,033,378
Other Financing Sources (Uses)					
Transfers in (out)	(548,526)	-	-	548,526	-
Total other financing sources (uses)	(548,526)	-	-	548,526	-
Net Change in Fund Balances	1,923,742	(553,268)	301,941	360,963	2,033,378
Fund Balances, Beginning of Year	4,909,427	5,106,714	1,433,898	688,431	12,138,470
Fund Balances, End of Year	\$ 6,833,169	\$ 4,553,446	\$ 1,735,839	\$ 1,049,394	\$ 14,171,848

See Notes to the Financial Statements

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024

Net change in fund balances - total governmental funds \$ 2,033,378

The change in net position reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which purchases exceeded depreciation.

Capital assets purchased in the current period	1,319,885	
Depreciation expense of capital assets reported	<u>(1,633,061)</u>	(313,176)

The proceeds from bond issuances and related premiums are reported as financing sources in governmental funds and thus contribute to the change in fund balance. In the statement of net position, issuing debt increases long-term liabilities and does not affect net position but the repayment and premium amortization reduces long-term liabilities.

Debt repaid		6,745,000
Amortization		544,657

Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recorded as an expenditure in the governmental funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. (226,578)

Governmental funds report pension and OPEB expenditures as accrued for actual benefits paid in the expenditures. However in the statement of activities, the pension expense is an actuarial calculation of the cost of the plan accounting for projected future benefits, plan earnings, and contributions. (396,084)

Because some property taxes will not be collected for several months after the District's fiscal year ends, they are not considered "available" revenues in the governmental funds. Deferred tax revenues decreased by this amount this year. 40,552

Change in net position of governmental activities \$ 8,427,749

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Killdeer Public School District No. 16 complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Reporting Entity

In accordance with Governmental Accounting Standards Board Statement No. 14 *The Financial Reporting Entity*, for financial reporting purposes the District's financial statements include all accounts of the District's operations. The criteria for including organizations as component units within the District's reporting entity include whether:

- The organization is legally separate (can sue and be sued in their own name)
- The District holds the corporate powers of the organization
- The District appoints a voting majority of the organization's board
- The District is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the District
- There is a fiscal dependency by the organization on the District

Based on these criteria, there are no component units to be included within the District's reporting entity.

Basis of Presentation

The District's basic financial statements consist of government-wide statements and fund financial statements.

Government-Wide Financial Statements

The government-wide financial statements consist of a statement of net position and a statement of activities. These statements display information about the District as a whole. They include all funds of the reporting entity except for fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities generally are supported by taxes, intergovernmental revenues, and other nonexchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. Currently, the District does not classify any activities as business-type.

The statement of net position presents the financial condition of the governmental activities of the District at year-end.

The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the District's governmental activities. The statement identifies the extent to which each governmental function is self-financing or drawing from the general revenues of the District. Direct expenses are expenses that are specifically associated with a service, program or department. The direct expenses are clearly identifiable to a particular function. Program revenues include charges to recipients for goods or services offered by the program and grants and contributions that are restricted to meet the operational or capital requirements of a particular program. Revenues, which are not classified as program revenues, are presented as general revenues of the District.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Fund Financial Statements

In order to aid financial management and to demonstrate legal compliance, the District segregates transactions related to certain functions or activities in separate funds. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The focus of the governmental fund financial statements is on major funds. Each major fund is presented as a separate column in the fund financial statements. Non-major funds are aggregated and presented in a single column. The fiduciary fund is reported by type.

Fund Accounting

The District's funds consist of the following:

Governmental funds are utilized to account for most of the District's governmental functions. The reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which the obligation will be paid. Fund balance represents the difference between the governmental fund assets and liabilities and deferred inflows of resources. The District's major governmental funds are as follows:

General Fund:

The General Fund is the main operating fund of the District. This fund is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

Capital Projects Fund:

This fund accounts for financial resources dedicated to the construction of new school buildings, additions to old school buildings, and the making of major repairs to existing buildings.

Debt Service Fund:

This fund is used to account for the accumulation of resources for, and the payment of principal and interest on the District's general obligation bonds.

The District's non-major governmental funds are as follows:

Special Reserve Fund:

This fund is allowed under North Dakota state law and may levy a tax to be used if the general fund has funds insufficient to pay for teacher salaries, heat, lights and fuel.

Food Service Fund:

This fund accounts for the resources associated with the District's hot lunch program.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Measurement Focus and Basis of Accounting

Government-wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus. All assets, deferred inflows and outflows of resources, and liabilities associated with the operation of the District are included in the statement of net position.

Fund Financial Statements

The governmental funds are accounted for by using a flow of current financial resources measurement focus. Under this measurement focus, only current assets and current liabilities are generally included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources and uses of current financial resources.

The current financial resources measurement focus differs from the manner which the governmental activities of the government-wide financial statements are prepared. Due to the difference, the District's financial statements include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for government funds.

Basis of Accounting

The basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements.

Government-wide financial statements are prepared on the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The District's governmental funds use the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when they become measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District considers revenues to be available if they are collected within 60 days of the end of its fiscal year. Expenditures are generally recorded as the related fund liability is incurred.

The revenues susceptible to accrual are property taxes, franchise fees, licenses, charges for services, interest income and intergovernmental revenues. All other governmental fund revenues are recognized when received.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

Interfund Transactions

Legally authorized transfers are treated as interfund transfers and are included in the results of operations of governmental funds.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Transactions that constitute reimbursements to a fund for expenditures initially made from it that are properly applicable to another fund are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed.

Encumbrance Accounting

Encumbrances are commitments related to unperformed contracts for goods and services that may be recorded for budgetary control purposes. Encumbrances are not liabilities and, therefore, are not recorded as expenditures until receipt of material or service. For budgetary purposes, appropriations lapse at fiscal year-end and outstanding encumbrances at year-end are reappropriated in the next year. No reservation of fund balances is provided at year-end.

Cash and Cash Equivalents

Cash and cash equivalents consist of amounts in demand deposits.

Investments

At June 30, 2024, the District's investments consisted of certificates of deposit with original maturities greater than three months. These investments are reported at amortized cost.

Credit Risk

The District may invest idle funds as authorized in North Dakota Statutes, as follows:

- a) Bonds, treasury bills and notes, or other securities that are a direct obligation insured or guaranteed by, the treasury of the United States, or its agencies, instrumentalities, or organizations created by an act of Congress.
- b) Securities sold under agreements to repurchase written by a financial institution in which the underlying securities for the agreement to repurchase are the type listed above.
- c) Certificates of deposit fully insured by the federal deposit insurance corporation.
- d) Obligations of the state.

Leases

The District is the lessor in multiple short-term leases for staff housing and building space. Short term leases have a term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the lessee is reasonably certain to exercise. The District has elected to record rent revenue for short term leases on a straight-line basis over the lease term.

Capital Assets

Capital assets include buildings, building improvements, vehicles, machinery and equipment, and furniture and fixtures and are reported in the government-wide financial statements. Capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Capital assets are defined by the District as assets with an initial, individual cost of \$5,000 or more and a useful life of more than one year. Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Buildings	70 years
Building Improvements	20 years
Vehicles	5-10 years
Machinery and Equipment	5-10 years
Furniture and Fixtures	5-10 years

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Any new indebtedness that may be issued in the future, bond premiums and discounts will be deferred and amortized over the life of the bonds. Bond issuance costs are recognized in the current period.

In the fund financial statements, governmental fund types recognize bond premium, discounts, and issuance costs in the current period. The face amount of the debt is reported as other financing sources. Premiums and discounts on debt issuances are reported as other financing sources and uses. Issuance costs are reported as debt service expenditures.

Net Position

Net position represents the difference between assets/deferred outflows of resources and liabilities/deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the school board or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Fund Balance Classifications

In the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on the constraints imposed on the use of these resources. The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form— inventories; or (b) legally or contractually required to be maintained intact.

The spendable portion of the fund balance comprises the remaining four classifications: restricted, committed, assigned, and unassigned.

Restricted – This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed – These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances of the school board – the District’s highest level of decision making authority. Those committed amounts cannot be used for any other

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

purpose unless the school board removes the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned – This classification reflects the amounts constrained by the District’s “intent” to be used for special purposes, but are neither restricted nor committed. The school board and superintendent have the authority to assign amounts to be used for specific purposes. Assigned fund balances include all remaining amounts (except negative balances) that are reported in governmental funds, other than the General Fund, that are not classified as non-spendable and are neither restricted nor committed.

Unassigned – This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

When both restricted and unrestricted resources are available for use, the District’s preference is to first use restricted resources, then unrestricted resources – committed, assigned, and unassigned – in order as needed.

Deferred Inflows/Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section of deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has two items reported on the statement of net position as derived from pension and OPEB, which represent the actuarial differences within the TFFR and NDPERS pension and other post employment benefit plans as well as amounts paid to the plans after the measurement date.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has three types of items, one of which arises only under a modified accrual basis of accounting, which qualifies for reporting in this category. Accordingly, the item, unavailable property taxes, is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The other items are reported on the statement of net position and are derived from pension and OPEB plans, which represent actuarial differences within the TFFR, NDPERS and OPEB plans.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Teachers’ Fund for Retirement (TFFR) and the North Dakota Public Employees Retirement System (NDPERS) and additions to/deductions from TFFR and NDPERS’s fiduciary net position have been determined on the same basis as they are reported by TFFR and NDPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Other Post Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the North Dakota Public Employees Retirement System (NDPERS) and additions to/deductions from NDPERS' fiduciary net position have been determined on the same basis as they are reported for by NDPERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets

The School District budget is prepared in accordance with accounting principles generally accepted in the United States of America and the School District follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The School Board reviews the budget, may make revisions and approves it on or before August 15. The budget must be filed with the County Auditor by October 10.
2. The budget may be amended during the year for any revenues and appropriations not anticipated at the time the budget was prepared except no amendment changing the taxes levied can be made after October 10.
3. The balance of each appropriation becomes a part of the unappropriated balance at year-end.

For budgetary purposes, appropriations lapse at fiscal year-end and outstanding encumbrances at year-end are reappropriated in the next year.

Revenue Recognition – Property Taxes

Under state law, the District is limited in its ability to levy property taxes. All school tax levies are in compliance with state laws. Property taxes attach as an enforceable lien on property on January 1. A 5% reduction is allowed if paid by February 15th. Penalty and interest are added March 1st unless the first half of the taxes has been paid. Additional penalties are added October 15th if not paid. Taxes are collected by the county and remitted monthly to the school.

In its fund financial statements, property taxes are recorded as revenue in the period levied to the extent they are collected within 60 days of year-end. Taxes receivable consist of current and delinquent uncollected taxes at June 30. No allowance has been established for estimated uncollectible taxes because an offsetting deferred revenue has been recorded.

In the government-wide financial statements, property taxes are recorded as a receivable and revenue when assessed.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

NOTE 2 CASH AND INVESTMENTS

Deposits

In accordance with North Dakota statutes, the District maintains deposits at depository banks designated by the governing board. All depositories are members of the Federal Reserve System.

Deposits must either be deposited with the Bank of North Dakota or in other financial institutions situated and doing Business within the state. Deposits, other than with the Bank of North Dakota, must be fully insured or bonded. In lieu of a bond, a financial institution may provide a pledge of securities equal to 110% of the deposits not covered by insurance or bonds.

Authorized collateral includes bills, notes, or bonds issued by the United States government, its agencies or instrumentalities, all bonds and notes guaranteed by the United States government, federal land bank bonds, bonds, notes, warrants, certificates of indebtedness, insured certificates of deposit, shares of investment companies registered under the Investment Companies Act of 1940, and all other forms of securities issued by the state of North Dakota, its boards, agencies, or instrumentalities, or by any county, city, township, school district, park district, or other political subdivision of the state of North Dakota, whether payable from special revenues or supported by the full faith and credit of the issuing entity, and bonds issued by any other state of the United States or such other securities approved by the banking board.

As of June 30, 2024, the District's carrying balances were \$14,958,889. The bank balance of these deposits as of June 30, 2024 was \$15,083,104. Of the bank balances, \$1,000,000 was covered by Federal Depository Insurance and the remaining balance was collateralized with securities pledged by the financial institutions.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

NOTE 3 CAPITAL ASSETS

Following is a summary of capital asset activity for the year ended June 30, 2024:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
Governmental Activities					
Capital Assets, not being Depreciated					
Land	\$ 599,859	\$ -	\$ -	\$ -	\$ 599,859
Construction in Process	-	5,495	-	-	5,495
Total Capital Assets, not being Depreciated	<u>599,859</u>	<u>5,495</u>	<u>-</u>	<u>-</u>	<u>605,354</u>
Capital Assets, being Depreciated					
Buildings	46,781,426	840,565	-	-	47,621,991
Building Improvements	2,805,306	157,489	-	-	2,962,795
Vehicles	1,947,836	175,804	(251,950)	-	1,871,690
Furniture and Equipment	<u>3,343,534</u>	<u>140,531</u>	<u>(204,625)</u>	<u>-</u>	<u>3,279,440</u>
Total Capital Assets, being Depreciated	<u>54,878,102</u>	<u>1,314,389</u>	<u>(456,575)</u>	<u>-</u>	<u>55,735,916</u>
Accumulated Depreciation					
Buildings	4,447,292	1,157,809	-	-	5,605,101
Building Improvements	1,021,496	185,763	-	-	1,207,259
Vehicles	1,422,228	97,674	(251,950)	-	1,267,952
Furniture and Equipment	<u>2,228,182</u>	<u>191,815</u>	<u>(204,625)</u>	<u>-</u>	<u>2,215,372</u>
Total Accumulated Depreciation	<u>9,119,198</u>	<u>1,633,061</u>	<u>(456,575)</u>	<u>-</u>	<u>10,295,684</u>
Governmental Activities Capital Assets, Net	<u>\$ 46,358,763</u>	<u>\$ (313,177)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 46,045,586</u>

Depreciation expense for the year ended June 30, 2024 is reported in the government-wide statement of activities as follows:

Governmental Activities	
Instruction	\$ 1,343,572
School Administration	191,815
Transportation Services	<u>97,674</u>
Total Depreciation Expense - Governmental Activities	<u>\$ 1,633,061</u>

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

NOTE 4 LONG-TERM DEBT

Following is a summary of long-term debt activity for the year ended June 30, 2024:

	<u>Interest Rate</u>	<u>Maturity</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Ending Balance</u>
Series 2020A General Obligation Bonds	2.000% - 5.000%	8/1/2040	\$ 11,550,000		\$ (6,745,000)	\$ 4,805,000
Series 2021A General Obligation Bonds	1.375% - 5.000%	8/1/2040	8,765,000	-	-	8,765,000
Series 2020A Bond Premium			966,429	-	(514,025)	452,404
Series 2021A Bond Premium			<u>522,408</u>	<u>-</u>	<u>(30,631)</u>	<u>491,777</u>
Total			<u>\$21,803,837</u>	<u>\$ -</u>	<u>\$ (7,289,656)</u>	<u>\$ 14,514,181</u>

Bond Defeasance

During 2024, the District placed cash of \$6,934,346 with an escrow agent to be used solely for satisfying interest and principal payments on Series 2020A General Obligation Bonds of \$6,745,000 to be redeemed on August 1, 2028.

Debt service requirements on long-term debt at June 30, 2024 are as follows:

Year Ending <u>June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 900,000	\$ 521,288	\$ 1,421,288
2026	945,000	475,163	1,420,163
2027	990,000	426,788	1,416,788
2028	1,040,000	376,038	1,416,038
2029	1,095,000	322,663	1,417,663
2029-2033	4,590,000	960,331	5,550,331
2034-2038	2,810,000	255,916	3,065,916
2039-2042	<u>1,200,000</u>	<u>24,100</u>	<u>1,224,100</u>
Total	<u>\$ 13,570,000</u>	<u>\$ 3,362,287</u>	<u>\$ 16,932,287</u>

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

NOTE 5 DEFINED BENEFIT PENSION PLANS – STATEWIDE

North Dakota Teachers' Fund for Retirement

The following brief description of TFFR is provided for general information purposes only. Participants should refer to NDCC Chapter 15-39.1 for more complete information.

TFFR is a cost-sharing multiple-employer defined benefit pension plan covering all North Dakota public teachers and certain other teachers who meet various membership requirements. TFFR provides for pension, death and disability benefits. The cost to administer the TFFR plan is financed by investment income and contributions.

Responsibility for administration of the TFFR benefits program is assigned to a seven-member Board of Trustees (Board). The Board consists of the State Treasurer, the Superintendent of Public Instruction, and five members appointed by the Governor. The appointed members serve five-year terms which end on June 30 of alternate years. The appointed Board members must include two active teachers, one active school administrator, and two retired members. The TFFR Board submits any necessary or desirable changes in statutes relating to the administration of the fund, including benefit terms, to the Legislative Assembly for consideration. The Legislative Assembly has final authority for changes to benefit terms and contribution rates.

Pension Benefits

For purposes of determining pension benefits, members are classified within one of three categories. Tier 1 grandfathered and Tier 1 non-grandfathered members are those with service credit on file as of July 1, 2008. Tier 2 members are those newly employed and returning refunded members on or after July 1, 2008.

Tier 1 Grandfathered

A Tier 1 grandfathered member is entitled to receive unreduced benefits when three or more years of credited service as a teacher in North Dakota have accumulated, the member is no longer employed as a teacher and the member has reached age 65, or the sum of age and years of service credit equals or exceeds 85. TFFR permits early retirement from ages 55 to 64, with benefits actuarially reduced by 6% per year for every year the member's retirement age is less than 65 years or the date as of which age plus service equal 85. In either case, benefits may not exceed the maximum benefits specified in Section 415 of the Internal Revenue Code.

Pension benefits paid by TFFR are determined by NDCC Section 15-39.1-10. Monthly benefits under TFFR are equal to the three highest annual salaries earned divided by 36 months and multiplied by 2.00% times the number of service credits earned. Retirees may elect payment of benefits in the form of a single life annuity, 100% or 50% joint and survivor annuity, ten or twenty-year term certain annuity, partial lump-sum option or level income with Social Security benefits. Members may also qualify for benefits calculated under other formulas.

Tier 1 Non-grandfathered

A Tier 1 non-grandfathered member is entitled to receive unreduced benefits when three or more years of credited service as a teacher in North Dakota have accumulated, the member is no longer employed as a teacher and the member has reached age 65 or has reached age 60 and the sum

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

of age and years of service credit equals or exceeds 90. TFFR permits early retirement from ages 55 to 64, with benefits actuarially reduced by 8% per year from the earlier of age 60/Rule of 90 or age 65. In either case, benefits may not exceed the maximum benefits specified in Section 415 of the Internal Revenue Code.

Pension benefits paid by TFFR are determined by NDCC Section 15-39.1-10. Monthly benefits under TFFR are equal to the three highest annual salaries earned divided by 36 months and multiplied by 2.00% times the number of service credits earned. Retirees may elect payment of benefits in the form of a single life annuity, 100% or 50% joint and survivor annuity, ten or twenty-year term certain annuity, partial lump-sum option or level income with Social Security benefits. Members may also qualify for benefits calculated under other formulas.

Tier 2

A Tier 2 member is entitled to receive unreduced benefits when five or more years of credited service as a teacher in North Dakota have accumulated, the member is no longer employed as a teacher and the member has reached age 65 or has reached age 60 and the sum of age and years of service credit equals or exceeds 90. TFFR permits early retirement from ages 55 to 64, with benefits actuarially reduced by 8% per year from the earlier of age 60/Rule of 90 or age 65. In either case, benefits may not exceed the maximum benefits specified in Section 415 of the Internal Revenue Code.

Pension benefits paid by TFFR are determined by NDCC Section 15-39.1-10. Monthly benefits under TFFR are equal to the five highest annual salaries earned divided by 60 months and multiplied by 2.00% times the number of service credits earned. Retirees may elect payment of benefits in the form of a single life annuity, 100% or 50% joint and survivor annuity, ten or twenty-year term certain annuity, partial lump-sum option or level income with Social Security benefits. Members may also qualify for benefits calculated under other formulas.

Death and Disability Benefits

Death benefits may be paid to a member's designated beneficiary. If a member's death occurs before retirement, the benefit options available are determined by the member's vesting status prior to death. If a member's death occurs after retirement, the death benefit received by the beneficiary (if any) is based on the retirement plan the member selected at retirement.

An active member is eligible to receive disability benefits when: (a) a total disability lasting 12 months or more does not allow the continuation of teaching, (b) the member has accumulated five years of credited service in North Dakota, and (c) the Board of Trustees of TFFR has determined eligibility based upon medical evidence. The amount of the disability benefit is computed by the retirement formula in NDCC Section 15-39.1-10 without consideration of age and uses the member's actual years of credited service. There is no actuarial reduction for reason of disability retirement.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Member and Employer Contributions

Member and employer contributions paid to TFFR are set by NDCC Section 15-39.1-09. Every eligible teacher in the State of North Dakota is required to be a member of TFFR and is assessed at a rate of 11.75% of salary as defined by NDCC Section 15-39.1-04. Every governmental body employing a teacher must also pay into TFFR a sum equal to 12.75% of the teacher's salary. Member and employer contributions will be reduced to 7.75% each when the fund reaches 100% funded ratio on an actuarial basis.

A vested member who terminates covered employment may elect a refund of contributions paid plus 6% interest or defer payment until eligible for pension benefits. A non-vested member who terminates covered employment must claim a refund of contributions paid before age 70½. Refunded members forfeit all service credits under TFFR. These service credits may be repurchased upon return to covered employment under certain circumstances, as defined by the NDCC.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2024, the District reported a liability of \$6,858,674 for its proportionate share of the net pension liability. The net pension liability was measured as of July 1, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Employer's proportion of the net pension liability was based on the Employer's share of covered payroll in the pension plan relative to the covered payroll of all participating TFFR employers. At July 1, 2023, the Employer's proportion was 0.488749 percent which was a decrease of 0.029531 percent from its proportion measured as of June 30, 2022.

For the year ended June 30, 2024, the Employer recognized pension expense of \$736,339. At June 30, 2024, the Employer reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 25,556	\$ 364,058
Changes in actuarial assumptions	108,530	-
Net difference between projected and actual earnings on pension plan investments	418,612	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	631,536	411,401
Employer contributions subsequent to the measurement date	514,314	-
Total	\$ 1,698,548	\$ 775,459

\$514,314 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2025.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30,	Pension Expense Amount
2025	\$ 171,654
2026	43,969
2027	519,425
2028	(71,931)
2029	(71,307)
Thereafter	(183,035)

Actuarial Assumptions

The total pension liability in the July 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	Composed of 3.80% wage inflations, plus step rate promotional increases for members with less than 30 years of service
Investment rate of return	7.25%, net of investment expenses
Cost-of-living adjustments	None

For active and inactive members, mortality rates were based on the PubT-2010 Employee table, projected with generational improvement using Scale MP-2019. For healthy retirees, mortality rates were based on 104% of the PubT-2010 Retiree table for retirees and to 95% of the PubT-2010 Contingent Survivor table for beneficiaries, both projected with generational improvement using Scale MP-2019. For disability retirees, mortality rates were based on the PubNS-2010 Non-Safety Disabled Mortality table projected with generational improvement using Scale MP-2019.

The actuarial assumptions used were based on the results of an actuarial experience study dated March 19, 2020. They are the same as the assumptions used in the July 1, 2023, funding actuarial valuation for TFFR.

The TFFR Board is responsible for establishing investment policy for the fund assets under NDCC 15-39.1-05.2. Benefit payments are projected to occur over a long period of time. This allows TFFR to adopt a long-term investment horizon and asset allocation policy for the management of fund assets. Asset allocation policy is critical because it defines the basic risk and return characteristics of the investment portfolio. Asset allocation targets are established using an asset-liability analysis designed to assist the Board in determining an acceptable volatility target for the fund and an optimal asset allocation policy mix. This asset-liability analysis considers both sides of the plan balance sheet, utilizing both quantitative and qualitative inputs, in order to estimate the potential impact of various asset class mixes on key measures of total plan risk, including the resulting estimated impact of funded status and contribution rates.

The long-term expected rate of return on TFFR investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the TFFR target asset allocation as of June 30, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equities	55%	6.20%
Global Fixed Income	26%	3.00%
Global Real Assets	18%	4.40%
Cash Equivalents	1%	0.90%

Discount Rate

The discount rate used to measure the total pension liability was 7.25 percent as of June 30, 2023. The projection of cash flows used to determine the discount rate assumes that member and employer contributions will be made at rates equal to those based on the July 1, 2023, Actuarial Valuation Report. For this purpose, only employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs of future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members as of June 30, 2023. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2023.

Sensitivity of the Employer's proportionate share of the net pension liability to changes in the discount rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 7.25 percent as of June 30, 2023, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
	6.25%	7.25%	8.25%
School's proportionate share of the TFFR net pension liability:	\$ 9,549,205	\$ 6,858,674	\$ 4,625,977

Pension plan fiduciary net position.

Detailed information about the pension plan's fiduciary net position is available in the separately issued TFFR financial report. TFFR's Annual Comprehensive Financial Report (ACFR) is located at <https://www.rio.nd.gov/sites/www/files/documents/PDFs/RIO/Reports/annualreport2022.pdf>.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

North Dakota Public Employees Retirement System (Main System)

The following brief description of NDPERS is provided for general information purposes only. Participants should refer to NDCC Chapter 54-52 for more complete information.

NDPERS is a cost-sharing multiple-employer defined benefit pension plan that covers substantially all employees of the State of North Dakota, its agencies and various participating political subdivisions. NDPERS provides for pension, death and disability benefits. The cost to administer the plan is financed through the contributions and investment earnings of the plan.

Responsibility for administration of the NDPERS defined benefit pension plan is assigned to a board comprised of eleven members. The Governor is responsible for appointing three other members in addition to the Chairman of the Board. Four members are appointed by legislative management, and the remaining three Board members are elected from active employees currently contributing to PERS.

Pension Benefits

Benefits are set by statute. NDPERS has no provisions or policies with respect to automatic and ad hoc post-retirement benefit increases. Members of the Main System are entitled to unreduced monthly pension benefits beginning when the sum of age and years of credited service equal or exceed 85 (Rule of 85), or at normal retirement age (65). For members hired on or after January 1, 2016, the Rule of 85 was replaced with the Rule of 90 with a minimum age of 60. The monthly pension benefit is equal to 2.00% of their average monthly salary, using the highest 36 months out of the last 180 months of service, for each year of service. For members hired on or after January 1, 2020, the 2.00% multiplier was replaced with a 1.75% multiplier. The plan permits early retirement at ages 55-64 with three or more years of service. The Main Plan will be closed to new employees with the passage of North Dakota House Bill 1040. The closure of the plan will be effective on January 1, 2025.

Members may elect to receive the pension benefits in the form of a single life, joint and survivor, term-certain annuity, or partial lump sum with ongoing annuity. Members may elect to receive the value of their accumulated contributions, plus interest, as a lump sum distribution upon retirement or termination, or they may elect to receive their benefits in the form of an annuity. For each member electing an annuity, total payment will not be less than the members' accumulated contributions plus interest.

Death and Disability Benefits

Death and disability benefits are set by statute. If an active member dies with less than three years of service for the Main System, a death benefit equal to the value of the member's accumulated contributions, plus interest, is paid to the member's beneficiary. If the member has earned more than three years of credited service for the Main System, the surviving spouse will be entitled to a single payment refund, life-time monthly payments in an amount equal to 50% of the member's accrued normal retirement benefit, or monthly payments in an amount equal to the member's accrued 100% Joint and Survivor retirement benefit if the member had reached normal retirement age prior to date of death. If the surviving spouse dies before the member's accumulated pension benefits are paid, the balance will be payable to the surviving spouse's designated beneficiary.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Eligible members who become totally disabled after a minimum of 180 days of service, receive monthly disability benefits equal to 25% of their final average salary with a minimum benefit of \$100. To qualify under this section, the member has to become disabled during the period of eligible employment and apply for benefits within one year of termination. The definition for disabled is set by the NDPERS in the North Dakota Administrative Code.

Refunds of Member Account Balance

Upon termination, if a member of the Main System is not vested (is not 65 or does not have three years of service), they will receive the accumulated member contributions and vested employer contributions, plus interest, or may elect to receive this amount at a later date. If the member has vested, they have the option of applying for a refund or can remain as a terminated vested participant. If a member terminated and withdrew their accumulated member contribution and is subsequently reemployed, they have the option of repurchasing their previous service.

Member and Employer Contributions

Member and employer contributions paid to NDPERS are set by statute and are established as a percent of salaries and wages. Member contribution rates are 7% and employer contribution rates are 7.12% of covered compensation. For members hired on or after January 1, 2020 member contribution rates are 7% and employer contribution rates are 8.26% of covered compensation

The member's account balance includes the vested employer contributions equal to the member's contributions to an eligible deferred compensation plan. The minimum member contribution is \$25 and the maximum may not exceed the following:

- 1 to 12 months of service – Greater of one percent of monthly salary or \$25
- 13 to 24 months of service – Greater of two percent of monthly salary or \$25
- 25 to 36 months of service – Greater of three percent of monthly salary or \$25
- Longer than 36 months of service – Greater of four percent of monthly salary or \$25

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2024, the District reported a liability of \$2,060,955 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on the District's share of covered payroll in the Main System pension plan relative to the covered payroll of all participating Main System employers. At June 30, 2023, the District's proportion was 0.106882 percent which was an increase of 0.019382 percent from its proportion measured as of July 1, 2022.

For the year ended June 30, 2024, the District recognized pension expense of \$289,076. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 67,091	\$ 11,366
Changes in actuarial assumptions	1,136,434	1,564,317
Net difference between projected and actual earnings on pension plan investments	54,076	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	337,168	57,903
Employer contributions subsequent to the measurement date	119,937	-
Total	<u>\$ 1,714,706</u>	<u>\$ 1,633,586</u>

\$119,937 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30,	Pension Expense Amount
2025	\$ 76,700
2026	(162,152)
2027	123,256
2028	(76,621)

Actuarial Assumptions

The total pension liability in the July 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.25%
Salary increases	3.5% to 17.75% including inflation
Investment rate of return	6.50%, net of investment expenses
Cost-of-living adjustments	None

For active members, inactive members and healthy retirees, mortality rates were based on the Sex-distinct Pub-2010 table for General Employees, with scaling based on actual experience. Respective corresponding tables were used for healthy retirees, disabled retirees, and active members. Mortality rates are projected from 2010 using the MP-2019 scale.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	30.90%	6.25%
International Equity	20.10%	6.95%
Private Equity	7.00%	9.45%
Global Fixed Income	23.00%	2.51%
Global Real Assets	19.00%	4.33%

Discount Rate

For PERS, GASB Statement No. 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the System to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The current employer and employee fixed rate contributions are assumed to be made in each future year. The Plan Net Position (assets) in future years can then be determined and compared to its obligation to make benefit payments in those years. In years where assets are not projected to be sufficient to meet benefit payments, which is the case for the PERS plan, the use of a municipal bond rate is required.

The Single Discount Rate (SDR) is equivalent to applying these two rates to the benefits that are projected to be paid during the different time periods. The SDR reflects (1) the long-term expected rate of return on pension plan investments (during the period in which the fiduciary net position is projected to be sufficient to pay benefits) and (2) a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the contributions for use with the long-term expected rate of return are not met).

For the purpose of this valuation, the expected rate of return on pension plan investments is 6.50%; the municipal bond rate is 3.86%; and the resulting Single Discount Rate is 6.50%.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 6.50 percent, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.50 percent) or 1-percentage-point higher (7.50 percent) than the current rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
	5.50%	6.50%	7.50%
School's proportionate share of the NDPERS net pension liability:	\$ 2,841,561	\$ 2,060,955	\$ 1,413,381

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued NDPERS financial report.

NOTE 6 DEFINED BENEFIT OPEB PLAN

North Dakota Public Employees Retirement System

The following brief description of NDPERS is provided for general information purposes only. Participants should refer to NDAC Chapter 71-06 for more complete information.

NDPERS OPEB plan is a cost-sharing multiple-employer defined benefit OPEB plan that covers members receiving retirement benefits from the PERS, the HPRS, and Judges retired under Chapter 27-17 of the North Dakota Century Code a credit toward their monthly health insurance premium under the state health plan based upon the member's years of credited service. Effective July 1, 2015, the credit is also available to apply towards monthly premiums under the state dental, vision and long-term care plan and any other health insurance plan. Effective August 1, 2019, the benefit may be used for any eligible health, prescription drug plan, dental, vision, or long term care plan premium expense. The Retiree Health Insurance Credit Fund is advance-funded on an actuarially determined basis.

Responsibility for administration of the NDPERS defined benefit OPEB plan is assigned to a Board comprised of nine members. The Board consists of a Chairman, who is appointed by the Governor; one member appointed by the Attorney General; one member appointed by the State Health Officer; three members elected by the active membership of the NDPERS system, one member elected by the retired public employees and two members of the legislative assembly appointed by the chairman of the legislative management.

OPEB Benefits

The employer contribution for the PERS, the HPRS and the Defined Contribution Plan is set by statute at 1.14% of covered compensation. The employer contribution for employees of the state board of career and technical education is 2.99% of covered compensation for a period of eight years ending October 1, 2015. Employees participating in the retirement plan as part-time/temporary members are required to contribute 1.14% of their covered compensation to the Retiree Health Insurance Credit Fund. Employees purchasing previous service credit are also required to make an employee contribution to the Fund. The benefit amount applied each year is shown as "*prefunded credit applied*" on the Statement of Changes in Plan Net Position for the OPEB trust funds. Beginning January 1, 2020, members first enrolled in the NDPERS Main System and the Defined Contribution Plan on or after that date will not be eligible to participate in RHIC. Therefore, RHIC will become for the most part a closed plan. There were no other benefit changes during the year.

Retiree health insurance credit benefits and death and disability benefits are set by statute. There are no provisions or policies with respect to automatic and ad hoc post-retirement benefit increases. Employees who are receiving monthly retirement benefits from the PERS, the HPRS, the Defined Contribution Plan, the Chapter 27-17 judges or an employee receiving disability benefits, or the spouse of a deceased annuitant receiving a surviving spouse benefit or if the

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

member selected a joint and survivor option are eligible to receive a credit toward their monthly health insurance premium under the state health plan.

Effective July 1, 2015, the credit is also available to apply towards monthly premiums under the state dental, vision and long-term care plan and any other health insurance plan. Effective August 1, 2019, the benefit may be used for any eligible health, prescription drug plan, dental, vision, or long term care plan premium expense. The benefits are equal to \$5.00 for each of the employee's, or deceased employee's years of credited service not to exceed the premium in effect for selected coverage. The retiree health insurance credit is also available for early retirement with reduced benefits.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2024, the District reported a liability of \$58,900 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2023 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The District's proportion of the net OPEB liability was based on the District's share of covered payroll in the OPEB plan relative to the covered payroll of all participating OPEB employers. At June 30, 2023, the District's proportion was 0.058915 percent which was an increase of 0.004447 percent from its proportion measured as of July 1, 2022.

For the year ended June 30, 2024, the District recognized OPEB expense of \$10,991. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 1,109	\$ 674
Changes in actuarial assumptions	12,562	4,878
Net difference between projected and actual earnings on OPEB plan investments	4,254	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	9,097	11,785
Employer contributions subsequent to the measurement date	7,087	-
Total	\$ 34,109	\$ 17,337

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

\$7,087 reported as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEBs will be recognized in OPEB expense as follows:

<u>Year Ending June 30,</u>	<u>OPEB Expense Amount</u>
2025	\$ 4,210
2026	2,434
2027	4,295
2028	(1,255)

Actuarial Assumptions

The total OPEB liability in the July 1, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.25%
Salary increases	Not applicable
Investment rate of return	5.75%, net of investment expenses
Cost-of-living adjustments	None

For active members, inactive members and healthy retirees, mortality rates were based on the MortalityPub-2010 Healthy Retiree Mortality table (for General Employees), sex-distinct, with rates multiplied by 103% for males and 101% for females. Pub-2010 Disabled Retiree Mortality table (for General Employees), sex-distinct, with rates multiplied by 117% for males and 112% for females. Pub-2010 Employee Mortality table (for General Employees), sex-distinct, with rates multiplied by 92% for both males and females. Mortality rates are projected from 2010 using the MP-2019 scale.

The long-term expected investment rate of return assumption for the RHIC fund was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of RHIC investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Estimates of arithmetic real rates of return, for each major asset class included in the RHIC's target asset allocation as of July 1, 2023 are summarized in the following table:

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
S&P 500 Index	33.00%	5.50%
US Small Cap Equity	6.00%	7.65%
World Equity ex-US	26.00%	6.82%
US High Yield	3.00%	5.32%
Emerging Markets Debt	4.00%	6.25%
Core-Plus Fixed Income	28.00%	4.04%

Discount rate.

The discount rate used to measure the total OPEB liability was 5.75%. The projection of cash flows used to determine the discount rate assumed plan member and statutory rates described in this report. For this purpose, only employer contributions that are intended to fund benefits of current RHIC members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs of future plan members and their beneficiaries are not included. Based on those assumptions, the RHIC fiduciary net position was projected to be sufficient to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on RHIC investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the Employer's proportionate share of the net OPEB liability to changes in the discount rate.

The following presents the net OPEB liability of the Plans as of June 30, 2023, calculated using the discount rate of 5.75%, as well as what the RHIC net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.75 percent) or 1-percentage-point higher (6.75 percent) than the current rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
	4.75%	5.75%	6.75%
District's proportionate share of the net OPEB liability:	\$ 77,409	\$ 58,900	\$ 43,318

NOTE 7 RISK MANAGEMENT

The Killdeer Public School District No. 16 is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

In 1986 state agencies and political subdivisions of the state of North Dakota joined together to form the North Dakota Insurance Reserve Fund (NDIRF), a public entity risk pool currently operating as a common risk management and insurance program for the state and over 2,000 political subdivisions. The Killdeer Public School District No. 16 pays an annual premium to NDIRF for its general insurance coverage. The coverage by NDIRF is limited to losses of \$2,000,000 per occurrence.

The District continues to carry commercial insurance for all other risks of loss, including workers' compensation, North Dakota fire and tornado fund, and employee health and accident insurance.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

Any settled claims from these risks have not exceeded insurance coverage in any of the past three fiscal years.

NOTE 8 TRANSFERS

The District transferred \$353,526 from the General Fund to the Special Fund to draw down the General Fund Balance during the year ended June 30, 2024. The District also transferred \$195,000 from the General Fund to the Food Service Fund to cover wages and benefits during the year ended June 30, 2024.

NOTE 9 PURCHASE COMMITMENTS

As of June 30, 2024, The District has entered into contracts totaling approximately \$77,000 for services in connection with construction of a new Greenhouse. As of June 30, 2024, no payments have been paid on these contracts.

NOTE 10 NEW PRONOUNCEMENTS

GASB Statement No. 101, *Compensated Absences*, updates the recognition and measurement guidance for compensated absences through aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The statement is effective for fiscal years beginning after December 15, 2023.

GASB Statement No. 102, *Certain Risk Disclosures*, requires entities to disclose critical information about their exposure to risks due to certain concentrations or limitations that could lead to financial distress or operational challenges. This statement is effective for fiscal years beginning after June 15, 2024.

GASB Statement No. 103, *Financial Reporting Model Improvements*, revises the requirements for management's discussion and analysis with the goal of making it more readable and understandable, requires unusual or infrequent items to be presented separately, defines operating and nonoperating revenues, includes a new section for noncapital subsidies for proprietary funds' statement of revenues, expenses and changes in net position, removes the option to disclose major component information in the notes and requires them to be shown individually or in combine financial statements following the fund financial statements and requires budgetary comparisons to be presented as RSI with new columns for variances between original-to-final budget and final budget-to-actual results. This statement is effective for fiscal years beginning after June 15, 2025.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*, establishes requirements for certain types of capital assets to be disclosed separately in the capital assets note. These items include disclosing separately lease assets, intangible right-to-use assets, subscription assets and intangible assets. In addition, additional disclosures will be required for capital assets held for sale. This statement is effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

Management has not yet determined what effect these statements will have on the District's financial statements.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
JUNE 30, 2024

NOTE 11 SUBSEQUENT EVENTS

No significant events occurred subsequent to the District's year end. Subsequent events have been evaluated through January 7, 2025, which is the date these financial statements were available to be issued.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
BUDGETARY COMPARISON SCHEDULE FOR THE GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2024

	<u>Original/Final</u> <u>Budget</u>	<u>Actual</u>	<u>Variance with</u> <u>Final Budget</u>
Revenue			
Property Taxes	\$ 4,479,311	\$ 4,255,935	\$ (223,376)
Oil & gas production taxes	2,500,000	3,340,295	840,295
Local aid	-	1,386,350	1,386,350
State aid	2,188,028	2,295,039	107,011
Federal aid	388,330	390,108	1,778
Fees and charges	450,400	559,856	109,456
Earnings on investments	50,000	345,395	295,395
Miscellaneous	35,000	184,932	149,932
Total Revenues	<u>10,091,069</u>	<u>12,757,910</u>	<u>2,666,841</u>
Expenditures			
Current			
Instruction	6,256,721	6,187,219	(69,502)
Instructional staff	313,859	300,101	(13,758)
General administration	329,585	307,435	(22,150)
School administration	398,551	386,070	(12,481)
Business administration	548,733	534,864	(13,869)
Operation and maintenance	990,250	934,845	(55,405)
Student transportation	726,900	513,768	(213,132)
Central support services	38,930	37,850	(1,080)
Other support services	28,500	28,296	(204)
Adult education/community services	430,387	423,483	(6,904)
Student activities	498,211	498,133	(78)
Capital outlay	-	196,804	196,804
Total expenditures	<u>10,560,627</u>	<u>10,348,868</u>	<u>(211,759)</u>
Net Change in Fund Balance	(469,558)	1,860,516	2,330,074
Fund Balance, Beginning of Year	<u>4,486,345</u>	<u>4,486,345</u>	<u>-</u>
Fund Balances, End of Year	<u>\$ 4,016,787</u>	6,346,861	<u>\$ 2,330,074</u>
Other General Funds:			
Student Activity Fund		<u>486,308</u>	
Total General Fund		<u>\$ 6,833,169</u>	

See Notes to the Required Supplementary Information

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF DISTRICT'S CONTRIBUTIONS TO THE TFFR AND NDPERS PENSION PLANS
LAST 10 YEARS (PRESENTED PROSPECTIVELY)

Teachers Fund for Retirement

Fiscal Year Ended June 30	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	District's Covered- Employee Payroll	Contributions as a Percentage of Covered- Employee Payroll
2024	\$ 514,314	\$ (514,314)	-	\$ 4,033,834	12.75%
2023	500,095	(500,095)	-	3,922,308	12.75%
2022	520,017	(520,017)	-	4,078,553	12.75%
2021	515,312	(515,312)	-	4,041,644	12.75%
2020	475,885	(475,885)	-	3,732,429	12.75%
2019	390,736	(390,736)	-	3,064,597	12.75%
2018	367,531	(367,531)	-	2,882,595	12.75%
2017	348,155	(348,155)	-	2,730,627	12.75%
2016	336,110	(336,110)	-	2,636,155	12.75%
2015	325,438	(325,438)	-	2,552,580	12.75%

North Dakota Public Employees Retirement System

Fiscal Year Ended June 30	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	District's Covered- Employee Payroll	Contributions as a Percentage of Covered- Employee Payroll
2024	\$ 119,937	\$ (119,937)	-	\$ 1,446,579	8.29%
2023	97,383	(97,383)	-	1,263,962	7.70%
2022	75,826	(75,826)	-	1,006,174	7.54%
2021	75,024	(75,024)	-	1,078,012	6.96%
2020	72,646	(75,887)	(3,241)	1,025,945	7.66%
2019	75,770	(72,158)	3,612	1,040,707	6.93%
2018	57,037	(53,118)	3,919	774,387	6.86%
2017	44,387	(44,795)	(408)	612,130	7.32%
2016	45,387	(52,950)	(7,563)	626,915	8.45%
2015	52,650	(51,527)	1,123	693,144	7.43%

See Notes to the Required Supplementary Information

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF DISTRICT'S CONTRIBUTIONS TO THE NDPERS OPEB PLAN
LAST 10 YEARS (PRESENTED PROSPECTIVELY)

North Dakota Public Employees Retirement System – OPEB

Fiscal Year Ended June 30	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contributions	Contribution Deficiency (Excess)	District's Covered- Employee Payroll	Contributions as a Percentage of Covered- Employee Payroll
2024	\$ 7,087	\$ (7,087)		\$ 621,691	1.14%
2023	7,020	(7,020)	-	615,784	1.14%
2022	6,831	(6,831)	-	601,907	1.13%
2021	11,842	(11,842)	-	1,078,012	1.10%
2020	12,053	(12,578)	(525)	1,025,945	1.17%
2019	12,103	(11,553)	550	1,040,707	1.16%
2018	9,083	(8,505)	578	774,387	1.17%

The District implemented GASB Statement No. 75 for its fiscal year ended June 30, 2018. Information for prior years is not available.

See Notes to the Required Supplementary Information

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF DISTRICT'S PROPORTIONATE SHARE OF NET OPEB LIABILITY
LAST 10 YEARS (PRESENTED PROSPECTIVELY)

Teachers Fund for Retirement

For the Fiscal Year Ended June 30	District's Proportion of the Net Pension Liability (Asset)	District's Proportionate Share of the Net Pension Liability (Asset)	District's Covered- Employee Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered- employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2024	0.488749%	\$ 6,858,674	\$ 3,921,785	174.89%	69.34%
2023	0.518280%	7,546,459	4,078,425	185.03%	67.50%
2022	0.524403%	5,525,396	4,041,570	136.71%	75.70%
2021	0.511529%	7,828,975	3,732,429	209.76%	63.40%
2020	0.436846%	6,016,472	3,064,597	196.32%	65.50%
2019	0.424030%	5,561,719	2,882,595	192.94%	65.50%
2018	0.404554%	5,556,660	2,730,627	203.49%	63.20%
2017	0.405734%	5,944,242	2,636,155	225.49%	59.20%
2016	0.414983%	5,427,377	2,552,580	212.62%	62.10%
2015	0.400383%	4,195,304	2,322,433	180.64%	66.60%

North Dakota Public Employees Retirement System

For the Fiscal Year Ended June 30	District's Proportion of the Net Pension Liability (Asset)	District's Proportionate Share of the Net Pension Liability (Asset)	District's Covered- Employee Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered- employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2024	0.106882%	\$ 2,060,955	\$ 1,307,028	142.47%	65.31%
2023	0.087500%	2,520,173	1,006,174	250.47%	54.47%
2022	0.089270%	930,472	1,010,900	92.04%	78.26%
2021	0.093004%	2,925,926	1,025,945	285.19%	48.91%
2020	0.100052%	1,172,682	1,040,707	112.68%	71.66%
2019	0.075380%	1,272,120	774,387	164.27%	62.80%
2018	0.059963%	963,802	612,130	157.45%	61.98%
2017	0.062208%	606,278	626,915	92.15%	61.98%
2016	0.077805%	529,061	693,144	72.04%	70.46%
2015	0.066835%	424,216	562,999	74.71%	77.15%

The amounts presented for each fiscal year were determined as of the measurement date of the collective net pension liability which is June 30 of the previous fiscal year.

See Notes to the Required Supplementary Information

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF DISTRICT'S PROPORTIONATE SHARE OF NET OPEB LIABILITY
LAST 10 YEARS (PRESENTED PROSPECTIVELY)

North Dakota Public Employees Retirement System - OPEB

For the Fiscal Year Ended June 30	District's Proportion of the Net OPEB Liability (Asset)	District's Proportionate Share of the Net OPEB Liability (Asset)	District's Covered- Employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of its Covered- employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability
2024	0.058915%	\$ 58,900	\$ 592,208	9.95%	62.74%
2023	0.054468%	65,378	562,331	11.63%	56.28%
2022	0.070699%	39,321	770,796	5.10%	76.63%
2021	0.089998%	75,706	1,025,945	7.38%	63.38%
2020	0.093265%	74,909	1,040,707	7.20%	63.13%
2019	0.070771%	55,737	774,387	7.20%	61.89%
2018	0.056582%	44,757	612,130	7.31%	59.78%

The amounts presented for each fiscal year were determined as of the measurement date of the collective net OPEB liability which is June 30 of the previous fiscal year.

The District implemented GASB Statement No. 75 for its fiscal year ended June 30, 2018. Information for prior years is not available.

See Notes to the Required Supplementary Information

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED JUNE 30, 2024

NOTE 1 BUDGETARY COMPARISON

The District adopts an annual budget consistent with accounting principles generally accepted in the United States for the general fund only. The following procedures are used in establishing the budgetary data reflected in the financial statements:

- The annual budget must be prepared and school district taxes must be levied on or before August 15 each year.
- The taxes levied must be certified to the county auditor by October 10.
- The operating budget includes proposed expenditures and means of financing them.
- Each budget is controlled by the business manager at the revenue and expenditure function/object level.
- The current budget, except for property taxes, may be amended during the year for any revenues and appropriations not anticipated at the time the budget was prepared.
- The balance of each appropriation becomes a part of the unappropriated fund balance at year-end.

NOTE 2 CHANGES OF BENEFIT TERMS AND ASSUMPTIONS

TFFR

Changes of Assumptions

Amounts reported in 2021 and later reflect the following actuarial assumption changes based on the results of an actuarial experience study dated March 19, 2020.

- Investment return assumption lowered from 7.75% to 7.25%;
- Inflation assumption lowered from 2.75% to 2.30%;
- Individual salary increases were lowered;
- Rates of turnover, retirement and disability were changed to better reflect anticipated future experience;
- The post-retirement healthy mortality table was updated to 104% of the PubT-2010 Retiree table for retirees and to 95% of the PubT-2010 Contingent Survivor table for beneficiaries, both projected with generational improvement using Scale MP-2019;
- The disabled mortality was updated to the PubNS-2010 Non-Safety Disabled Mortality table projected with generational improvement using Scale MP-2019; and
- The pre-retirement mortality table was updated to the PubT-2010 Employee table projected with generational improvement using Scale MP-2019.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

Amounts reported in 2016-2020 reflect the following actuarial assumption changes based on the results of an actuarial experience study dated April 30, 2015.

- Investment return assumption lowered from 8% to 7.75%.
- Inflation assumption lowered from 3% to 2.75%.
- Total salary scale rates lowered by 0.25% due to lower inflation.
- Added explicit administrative expense assumption, equal to prior year administrative expense plus inflation.
- Rates of turnover and retirement were changed to better reflect anticipated future experience.
- Updated mortality assumption to the RP-2014 mortality tables with generational improvement.

NDPERS

Changes of benefit terms.

In 2023, House Bill 1040 was passed, which closes the Main System to employees newly enrolled into the system on January 1, 2025 and later. The state employer contribution for 2026 and later was changed to be the amount sufficient to fund the Main System on actuarial basis, with the amortization of the unfunded liability determined on a level percent of payroll basis over a closed period beginning on January 1, 2026 and ending June 30, 2056.

Changes of assumptions.

All actuarial assumptions used in the actuarial valuation as of July 1, 2022 were based on an experience review for the period from July 1, 2014 to July 1, 2019, and were adopted for first use commencing with the actuarial valuation as of July 1, 2020. There have been no changes in actuarial assumptions since the previous actuarial valuation as of July 1, 2022.

OPEB

Changes of benefit terms.

Beginning January 1, 2020, members first enrolled in the NDPERS Main System and the Defined Contribution Plan on or after that date will not be eligible to participate in RHIC. Therefore, RHIC will become for the most part a closed plan. There have been no other changes in plan provisions since the previous actuarial valuation as of July 1, 2022.

Changes of assumptions.

All actuarial assumptions used in the actuarial valuation as of July 1, 2022 were based on an experience review for the period from July 1, 2014 to July 1, 2019, and were adopted for first use commencing with the actuarial valuation as of July 1, 2020. There have been no changes in actuarial assumptions since the previous actuarial valuation as of July 1, 2022.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Governing Board
Killdeer Public School District No. 16
Killdeer, North Dakota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Killdeer Public School District No. 16 as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated January 7, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Killdeer Public School District No. 16's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Killdeer Public School District No. 16's internal control. Accordingly, we do not express an opinion on the effectiveness of Killdeer Public School District No. 16's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as items 2024-002 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as items 2024-001 be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Killdeer Public School District No. 16's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Killdeer Public School District No. 16's Response to Findings

Government Auditing Standards required the auditor to perform limited procedures on the District's responses to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. Killdeer Public School District No. 16's responses were not subjected to the other auditing procedures applied in the audit of the financial statements, and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



BRADY, MARTZ & ASSOCIATES, P.C.
GRAND FORKS, NORTH DAKOTA

January 7, 2025

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

Finding 2024-001: Segregation of Duties – Significant Deficiency

Criteria

A proper system of internal control has the proper segregation of duties between authorization, custody, record keeping and reconciliation.

Condition

There is not a system in place for accounting duties to be properly segregated between authorization, custody, record keepings and reconciliation.

Cause

The District is subject to size and budget constraints limiting the number of personnel within the accounting department.

Effect

The design of internal control over financial reporting could adversely affect the ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Recommendation

We recommend the District review its internal controls over the accounting functions to determine if additional procedures can be implemented that are cost effective. The board should constantly be aware of this condition. Compensating controls that mitigate the related risks could be (or are) provided through appropriate oversight of the performance of these functions and review of the financial reports by individuals with knowledge of current operations and accounting principles.

Views of Responsible Officials and Planned Corrective Actions

We are aware of the condition and have implemented controls such as reviews and approvals where feasible. Additionally, upon the arrival of the new Superintendent and Business manager there has been more oversight, collaboration and transparency between the two offices and the school board. The business manager has created efficiencies not experienced prior to her arrival. There is significantly more organization, attention to detail and cross-training that causes orderly and organized workings of the business office and more opportunity for oversight. Additionally, all financial reports are now posted on the school website for public examination.

KILLDEER PUBLIC SCHOOL DISTRICT NO. 16
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - CONTINUED
FOR THE YEAR ENDED JUNE 30, 2024

Finding 2024-002: Preparation of the Financial Statements – Material Weakness

Criteria

An appropriate system of internal control requires the District to prepare financial statements in compliance with accounting principles generally accepted in the United States of America.

Condition

The District's personnel prepare periodic financial information for internal use that meets the needs of management and the board. However, the District currently does not prepare financial statements, including accompanying note disclosures, as required by accounting principles generally accepted in the United States of America. The District has elected to have the auditors assist in the preparation of the financial statements and notes.

Cause

The District elected to not allocate resources for the preparation of the financial statements.

Effect

There is an increased risk of material misstatement to the District's financial statements.

Recommendation

We recommend the District consider the additional risk of having the auditors assist in the preparation of the financial statements and note disclosures and consider preparing them in the future. As a compensating control, the District should establish an internal control policy to document the annual review of the financial statements and schedules and to review a financial statement disclosure checklist.

Views of Responsible Officials and Planned Corrective Actions

The District is aware that someone needs to review the audit report each year to make sure the financial statements and note disclosures are a fair presentation for the District. The board is encouraged to ask follow-up questions and gain a deeper understanding of the audit report.

BradyMartz

To the Board of Education
Killdeer Public School District No. 16
Killdeer, North Dakota

In planning and performing our audit of the financial statements of Killdeer Public School District No. 16 (District) for the year ended June 30, 2024, in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we considered the District's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

However, during our audit we became aware of deficiencies in internal control other than material weaknesses and significant deficiencies that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. We previously communicated to you about the District's internal control in our letter dated January 7, 2025. This letter does not affect our report dated January 7, 2025, on the financial statements of the District.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with various personnel of the District, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This report is intended solely for the information and use of the Board of Education and management and should not be used for any other purpose. We did not audit the District's responses included in this letter, and accordingly, express no opinion on them.

We wish to take this opportunity to thank the Board of Education and management for the opportunity to provide these services and to extend our thanks to your personnel for their cooperation and assistance during our engagement.

If you have any questions in regard to our audit, please do not hesitate to contact us.



BRADY, MARTZ & ASSOCIATES, P.C.
GRAND FORKS, NORTH DAKOTA

January 7, 2025

**Killdeer Public School District No. 16
Management Letter Memorandum
For the Year Ended June 30, 2024**

1. Observation:

During our testing of bank reconciliations, we noted the June bank reconciliation did not have a signature of review.

Recommendation:

We recommend the District has someone review and sign all bank reconciliations in a timely manner.

2. Observation:

We noted a secondary review does not occur of general journal entries posted by the business manager.

Recommendation:

We recommend a documented secondary review of general journal entries.

3. Observation:

During our payroll walkthrough, it was noted that there is no review of payrates being entered into the system.

Recommendation:

We recommend a documented secondary review of payrates that are entered into the system.

4. Observation:

During our review of the meal count sheets for reimbursement, there was no formal review noted.

Recommendation:

We recommend a documented secondary review of meal count sheets before submitting for reimbursement.

B. Consider Additional February Bills

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1		Fund 01					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
Check Number: 1349	Check Type: Automatic Payment	Check Date: 02/11/2025	Vendor: TMS	TIME MANAGEMENT SYSTEMS INC	Check Total:	180.38	
328277	02/11/2025	POELEM-03163	ATTENDANCE CONTRAT FOR JAN 2025	01 000 000 000 2500 430	180.38		
Check Number: 47458	Check Type: Check	Check Date: 02/11/2025	Vendor: ADVBUS	ADVANCED BUSINESS METHODS	Check Total:	2,650.75	
AR1879000	02/11/2025	POELEM-03166	COPIER SPLIT	01 000 000 110 1000 610	212.06		
AR1879000	02/11/2025	POELEM-03166	COPIER SPLIT	01 000 000 120 1000 611	1,219.35		
AR1879000	02/11/2025	POELEM-03166	COPIER SPLIT	01 000 000 130 1000 611	397.61		
AR1879000	02/11/2025	POELEM-03166	COPIER SPLIT	01 000 000 140 1000 611	821.73		
Check Number: 47459	Check Type: Check	Check Date: 02/11/2025	Vendor: AH	AH INC.	Check Total:	15,318.27	
69608BUS	02/11/2025	POELEM-03179	OIL CHANGES BUSES 414,401,406,401,410,41	01 000 000 000 2700 671	1,207.91		
69608BUS	02/11/2025	POELEM-03179	REPAIRS ON BUSES 415,403,417,418,410,401	01 000 000 000 2700 673	14,110.36		
Check Number: 47460	Check Type: Check	Check Date: 02/11/2025	Vendor: AIRGAS	AIRGAS USA, LLC	Check Total:	126.61	
5513728595	02/11/2025	POELEM-03192	LARGE ARGON	01 000 000 310 1000 611	126.61		
Check Number: 47461	Check Type: Check	Check Date: 02/11/2025	Vendor: AMAZONCAP	AMAZON CAPITAL SERVICES	Check Total:	1,217.42	
137X-VLTG-J7NR	02/11/2025	ELEM-02454	bulk combs	01 000 000 200 2835 610	19.49		
137X-VLTG-J7NR	02/11/2025	ELEM-02454	peppermints	01 000 000 200 2835 610	24.99		
137X-VLTG-J7NR	02/11/2025	ELEM-02454	swiffer wet mop pads	01 000 000 200 2835 610	25.01		
137X-VLTG-J7NR	02/11/2025	ELEM-02454	cordless vacuum	01 000 000 200 2835 610	84.99		
13N4-4PXW-33H3	02/11/2025	HS-01727	PTFE Tubing	01 000 000 130 1000 611	9.99		
13N4-4PXW-33H3	02/11/2025	HS-01727	Nozzle Cleaning	01 000 000 130 1000 611	8.99		
13N4-4PXW-33H3	02/11/2025	HS-01727	Nozzle Declogger	01 000 000 130 1000 611	11.99		
13N4-4PXW-33H3	02/11/2025	HS-01727	Brim Removal	01 000 000 130 1000 611	9.99		
13N4-4PXW-33H3	02/11/2025	HS-01727	Clippers	01 000 000 130 1000 611	7.99		
13T4-WQGY-3WWD	02/11/2025	ELEM-02490	OFFICE SUPPLIES SPLIT	01 000 000 110 1000 610	26.68		
13T4-WQGY-3WWD	02/11/2025	ELEM-02490	OFFICE SUPPLIES SPLIT	01 000 000 120 1000 611	62.25		
17KX-MM6R-JK9C	02/11/2025	ELEM-02473	Dockem Koala Wall Mount 2XL: Damage-Free	01 000 000 120 1000 611	15.49		
17KX-MM6R-JK9C	02/11/2025	ELEM-02473	Avery Printable Business Cards with Sure	01 000 000 120 1000 611	15.51		
17NW-CXJK-CQT1	02/11/2025	POELEM-03177	first aid 22 piece bodily fluid clean up	01 000 000 000 2700 611	72.70		
1KQL-4QT1-4KL9	02/11/2025	ELEM-02482	Scotch Thermal Laminating Pouches, 200 C	01 000 000 800 3300 611	25.48		
1KQL-4QT1-4KL9	02/11/2025	ELEM-02482	Classic Sand and Play Sand for Sandbox,	01 000 000 800 3300 611	39.99		
1L6X-TVC6-JVDW	02/11/2025	ELEM-02501	OFFICE SUPPLIES SPLIT	01 000 000 110 1000 610	27.25		
1L6X-TVC6-JVDW	02/11/2025	ELEM-02501	OFFICE SUPPLIES SPLIT	01 000 000 120 1000 611	63.58		
1P39-7VY4-CWFT	02/11/2025	HS-01726	Oreck Commercial XL Vacuum Cleaner, Bagg	01 000 000 000 2600 611	131.06		
1PNC-6L69-GT4V	02/11/2025	ELEM-02492	Dry Erase Boards	01 000 000 241 1000 611	43.98		
1PNC-6L69-GT4V	02/11/2025	ELEM-02492	Eraser	01 000 000 241 1000 611	7.99		

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1		Fund 01				
1PNC-6L69-GT4V	02/11/2025	ELEM-02492	Expo Markers	01 000 000 241 1000 611	42.75	
1PRW-LHWC-WHPR	02/11/2025	ELEM-02451	200 Count Ear Thermometer Covers Lens	01 000 000 890 3300 611	7.99	
1PRW-LHWC-WHPR	02/11/2025	ELEM-02451	First Aid Kit	01 000 000 890 3300 611	59.37	
1PRW-LHWC-WHPR	02/11/2025	ELEM-02451	Variety Bandages Pack	01 000 000 890 3300 611	15.29	
1PRW-LHWC-WHPR	02/11/2025	ELEM-02451	Eye Wash Solution	01 000 000 890 3300 611	12.76	
1PRW-LHWC-WHPR	02/11/2025	ELEM-02451	Braun ThermoScan 7 Digital Ear Thermomet	01 000 000 890 3300 730	46.74	
1QV7-X9RH-6TN3	02/11/2025	ELEM-02433	Classical Guitar Strings Clear Nylon 3 F	01 000 000 140 1000 612	40.44	
1QV7-X9RH-6TN3	02/11/2025	ELEM-02433	external cd drive	01 000 000 140 1000 612	18.39	
1QV7-X9RH-6TN3	02/11/2025	ELEM-02433	13 Tones Pitch Pipe,cello tuner pitch pi	01 000 000 140 1000 612	9.69	
1QV7-X9RH-6TN3	02/11/2025	ELEM-02433	Korg TM70 Tuner (TM70TBK	01 000 000 140 1000 612	39.99	
1RV4-L61V-M6X7	02/11/2025	ELEM-02497	2 HEMOSTAT RAINBOW TITANIUM	01 000 000 200 2835 610	14.99	
1W4R-FGRD-41WG	02/11/2025	ELEM-02496	Performore 3 Ring Binder, 2.5" Professio	01 000 000 120 1000 611	72.99	
1W4R-FGRD-41WG	02/11/2025	ELEM-02496	Cardinal Economy 3 Ring Binder, 1 Inch,	01 000 000 120 1000 611	11.57	
1W4R-FGRD-41WG	02/11/2025	ELEM-02496	1.5-Inch 3-Ring Binder with Pockets, 1-1	01 000 000 120 1000 611	89.07	
Check Number: 47462		Check Type: Check	Check Date: 02/11/2025	Vendor: BOSCH	BOSCH LUMBER COMPANY	Check Total: 56.04
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03159	DOWEL HARDWOOD ROUND	01 000 000 310 1000 611	48.05	
20250211	02/11/2025	POELEM-03159	BISCUITS PLATE JOINER BIRCH 20	01 000 000 310 1000 611	7.99	
Check Number: 47463		Check Type: Check	Check Date: 02/11/2025	Vendor: COLE	COLE PAPERS INC.	Check Total: 4,587.61
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
10539159	02/11/2025	POELEM-03172	URINAL SCREEN, CAN LINER, BATH TISSUE, P	01 000 000 000 2600 611	2,623.81	
10539162	02/11/2025	POELEM-03171	DUST MOP, PAPER TOWELS, CAN LINER	01 000 000 000 2600 611	1,963.80	
Check Number: 47464		Check Type: Check	Check Date: 02/11/2025	Vendor: CONSOLTEL	CONSOLIDATED TELECOM INC	Check Total: 1,646.17
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03176	JAN 2025 PHONE BILL	01 000 000 000 2600 531	1,646.17	
Check Number: 47465		Check Type: Check	Check Date: 02/11/2025	Vendor: DAKDUST	DAKOTA DUST-TEX, INC.	Check Total: 102.80
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
0843630	02/11/2025	POELEM-03162	MATS 0843630	01 000 000 000 2600 435	51.40	
0843630	02/11/2025	POELEM-03162	MATS 0845057	01 000 000 000 2600 435	51.40	
Check Number: 47466		Check Type: Check	Check Date: 02/11/2025	Vendor: DAKOCOMM	DAKOTA COMMERCIAL RUGS	Check Total: 387.55
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
L10614	02/11/2025	POELEM-03156	BRUSH, MATS, MOPS	01 000 000 000 2600 435	235.25	
L10614	02/11/2025	POELEM-03156	BRUSH, MATS, MOPS	01 000 000 000 2600 435	152.30	
Check Number: 47467		Check Type: Check	Check Date: 02/11/2025	Vendor: EASTEND	EAST END AUTO & TRUCK PARTS, INC	Check Total: 275.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
18659	02/11/2025	POELEM-03189	TOW BUS 404 TO DICKINSON	01 000 000 000 2700 673	275.00	
Check Number: 47468		Check Type: Check	Check Date: 02/11/2025	Vendor: HARLOWBIS	HARLOW'S BUS SALES, INC - BISMARCK	Check Total: 266.62

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1		Fund 01				
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
03P9588	02/11/2025	POELEM-03169	BEARING CONE, GASKET AXLE SHAFT	01 000 000 000 2700 673	266.62	
Check Number: 47469	Check Type: Check	Check Date: 02/11/2025	Vendor: HINRICHS	HINRICHS SUPER VALU	Check Total:	921.44
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03168	CLASS SUPPLIES	01 000 000 310 1000 611	69.54	
20250211	02/11/2025	POELEM-03168	FACS SUPPLIES	01 000 000 340 1000 611	851.90	
Check Number: 47470	Check Type: Check	Check Date: 02/11/2025	Vendor: ICON	ICON ARCHITECTURAL GROUP	Check Total:	10,411.34
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250015	02/11/2025	POELEM-03188	AMENDMENT #11 GREENHOUSE DESIGN	03 000 000 000 4220 435	1,500.00	
20250015	02/11/2025	POELEM-03188	PROJECT 24-052 ELEMENTARY UPDATES DESIGN	03 000 000 000 4220 435	8,911.34	
Check Number: 47471	Check Type: Check	Check Date: 02/11/2025	Vendor: JOHNERI	ERIK JOHNSON	Check Total:	218.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	HS-01751	Advisor Room	01 000 000 310 1000 580	110.00	
20250211-0001	02/11/2025	POELEM-03154	CTE TRAVEL REIMBURSEMENT - JAN 2025	01 000 000 310 1000 580	108.00	
Check Number: 47472	Check Type: Check	Check Date: 02/11/2025	Vendor: LEIEDAV	DAVID LEIER	Check Total:	14.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03155	CTE TRAVEL REIMBURSEMENT - JAN 2025	01 000 000 310 1000 580	14.00	
Check Number: 47473	Check Type: Check	Check Date: 02/11/2025	Vendor: MCCAJES	JESSE MCCANN	Check Total:	50.01
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	HS-01731	Reimbursement for gas from the GW trip t	01 000 000 000 2700 626	50.01	
Check Number: 47474	Check Type: Check	Check Date: 02/11/2025	Vendor: MDU	MONTANA DAKOTA UTILITIES CO.	Check Total:	27,279.36
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03190	ELEC ATHLETIC FIELD	01 000 000 000 2600 621	237.80	
20250211	02/11/2025	POELEM-03190	ELEC 101 HIGH ST NW	01 000 000 000 2600 621	8,300.57	
20250211	02/11/2025	POELEM-03190	ELEC 1415 HIGH ST NW	01 000 000 000 2600 621	5,062.02	
20250211	02/11/2025	POELEM-03190	ELEC HEAT PLUGINS	01 000 000 000 2600 621	16.58	
20250211	02/11/2025	POELEM-03190	ELEC PORTABLES	01 000 000 000 2600 621	1,471.54	
20250211	02/11/2025	POELEM-03190	GAS 1415 HIGH ST NW (GEN)	01 000 000 000 2600 622	168.77	
20250211	02/11/2025	POELEM-03190	GAS 1415 HIGH ST NW	01 000 000 000 2600 622	7,243.51	
20250211	02/11/2025	POELEM-03190	GAS 101 HIGH ST NW	01 000 000 000 2600 622	4,778.57	
Check Number: 47475	Check Type: Check	Check Date: 02/11/2025	Vendor: NUVENTO	NUVENTO	Check Total:	163.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
NUV_221681	02/11/2025	POELEM-03170	EDUHEALTH VER 3 - FEB 2025	01 000 000 200 2835 810	163.00	
Check Number: 47476	Check Type: Check	Check Date: 02/11/2025	Vendor: PARAMOUNT	PARAMOUNT ADVERTISING AND LEAD SOLUTIONS LLC	Check Total:	1,000.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1	Fund 01					
10317492	02/11/2025	ELEM-02486	PSA FOR STUDENTS AND PARENTS ON KMHA 93.	01 000 000 000 2500 540		1,000.00
Check Number: 47477	Check Type: Check	Check Date: 02/11/2025	Vendor: PRAIRIEAU	PRAIRIE AUTO PARTS	Check Total:	2,012.94
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20250211	02/11/2025	POELEM-03191	2YR WTY BAT, CORE DEPOSIT FOR SKIDSTEER	01 000 000 000 2600 611	126.55	
20250211	02/11/2025	POELEM-03191	HEAVY DUTY ANTIFREEZE	01 000 000 000 2700 611	21.32	
20250211	02/11/2025	POELEM-03191	HEAVY DUTY ANTIFREEZE	01 000 000 000 2700 611	21.32	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	205.95	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	132.59	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	3.80	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	166.14	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	26.31	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	9.62	
20250211	02/11/2025	POELEM-03191	REPAIRS BUS 403	01 000 000 000 2700 673	10.18	
20250211	02/11/2025	POELEM-03191	DOOR HANDLE FOR BUS 411	01 000 000 000 2700 673	8.69	
20250211	02/11/2025	POELEM-03191	OIL FILTER STOCK FOR SHOP	01 000 000 000 2700 673	100.00	
20250211	02/11/2025	POELEM-03191	LIQUID TAPE, HEAT HOSE CONNECTOR BUS 403	01 000 000 000 2700 673	57.84	
20250211	02/11/2025	POELEM-03191	HOSE CLAMPS BUS 403	01 000 000 000 2700 673	75.96	
20250211	02/11/2025	POELEM-03191	OIL FILTERS FOR SHOP	01 000 000 000 2700 673	256.20	
20250211	02/11/2025	POELEM-03191	FUEL FILTER BUS 401	01 000 000 000 2700 673	44.44	
20250211	02/11/2025	POELEM-03191	AUTO BATTERY CHARGER	01 000 000 000 2700 673	226.46	
20250211	02/11/2025	POELEM-03191	LED SEALED BEAMS BUS 401	01 000 000 000 2700 673	257.62	
20250211	02/11/2025	POELEM-03191	REAR VIEW MIRROR ADHEASIVE FOR FRONT CAM	01 000 000 000 2700 673	6.87	
20250211	02/11/2025	POELEM-03191	GAS GRANDE SHOCK, MIRROR REPAIR KIT BUS	01 000 000 000 2700 673	236.66	
20250211	02/11/2025	POELEM-03191	CUSHION LAMP BUS 403	01 000 000 000 2700 673	9.50	
20250211	02/11/2025	POELEM-03191	KNOCKER LOOSE 18OZ BUS 403	01 000 000 000 2700 673	8.92	
Check Number: 47478	Check Type: Check	Check Date: 02/11/2025	Vendor: ROUSEP	ROUGH RIDER SEPTIC	Check Total:	585.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
11340	02/11/2025	POELEM-03193	CLEARED LINE AT HIGH SCHOOL	01 000 000 000 2600 450	585.00	
Check Number: 47479	Check Type: Check	Check Date: 02/11/2025	Vendor: SAXMOTOR	SAX MOTOR CO	Check Total:	522.56
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2012520	02/11/2025	POELEM-03180	GLOW PLUGS AND THERMOSTATS BUS 403	01 000 000 000 2700 673	522.56	
Check Number: 47480	Check Type: Check	Check Date: 02/11/2025	Vendor: SIGNARAMA	SCENIC SIGN CO. LLC SIGNARAMA	Check Total:	1,872.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
D-IN-8655	02/11/2025	HS-01739	Hs Gym Banners	01 000 000 420 3400 890	1,872.00	
Check Number: 47481	Check Type: Check	Check Date: 02/11/2025	Vendor: SMART	SMART COMPUTERS	Check Total:	4,883.85

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1

Fund 01

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
17-48474	02/11/2025	POELEM-03165	LAPTOP BATTERIES FOR SCHOOL BOARD	01 000 000 000 2310 290	475.00
17-48500	02/11/2025	POELEM-03164	ETHERNET CABLES FOR HS ATHLETIC DEPT.	01 000 000 420 3400 890	190.00
17-48587	02/11/2025	POELEM-03187	MANAGED MONTHLY BILLING FOR MARCH	01 000 000 000 2225 490	4,218.85
Check Number: 47482 Check Type: Check Check Date: 02/11/2025 Vendor: SYSCO SYSCO NORTH DAKOTA, INC					Check Total: 184.74
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250211	02/11/2025	POELEM-03175	COFFEE FOR LOUNGE 295854209	01 000 000 000 2310 290	184.74
Check Number: 47483 Check Type: Check Check Date: 02/11/2025 Vendor: WACKER1 GERALD WACKER					Check Total: 49.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250211	02/11/2025	POELEM-03152	1 RT TO DICKINSON FOR BUSES	01 000 000 000 2700 580	49.00
Check Number: 47484 Check Type: Check Check Date: 02/11/2025 Vendor: WESTCHOICE WESTERN CHOICE COOPERATIVE					Check Total: 13,992.99
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250211	02/11/2025	POELEM-03184	ANTIFREEZE	01 000 000 000 2700 611	14.99
20250211	02/11/2025	POELEM-03184	TRANSPORTATION GAS	01 000 000 000 2700 626	788.98
20250211	02/11/2025	POELEM-03184	DIESEL	01 000 000 000 2700 627	11,650.94
20250211	02/11/2025	POELEM-03184	TIRE REPAIR BUS 420	01 000 000 000 2700 672	81.00
20250211-0001	02/11/2025	POELEM-03183	SEALANT, PAINTERS TOOL, BATTERY CABLE, C	01 000 000 000 2600 611	196.31
20250211-0001	02/11/2025	POELEM-03183	MAINT GAS	01 000 000 000 2600 626	69.65
20250211-0001	02/11/2025	POELEM-03183	MAINT. DIESEL	01 000 000 000 2600 627	229.92
20250211-0001	02/11/2025	POELEM-03183	RECEPTACLE TR GFCI STEST	01 000 000 000 2700 611	107.96
20250211-0001	02/11/2025	POELEM-03183	TRANSPORTATION GAS	01 000 000 000 2700 626	153.32
20250211-0001	02/11/2025	POELEM-03183	TRANSPORTATION DIESEL	01 000 000 000 2700 627	311.43
20250211-0001	02/11/2025	POELEM-03183	CHEST HANDLE, PROPANE TANK, NYLON TIES,	01 000 000 310 1000 611	388.49
Check Number: 47485 Check Type: Check Check Date: 02/11/2025 Vendor: WESTHEATIN WESTERN HEATING & AIR LLC					Check Total: 115.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
634304	02/11/2025	POELEM-03160	REFRIDGERATOR FROZE OVER IN BACK. 338 HO	03 000 000 000 4210 610	115.00
Check Number: 47486 Check Type: Check Check Date: 02/11/2025 Vendor: WESTRI WEST RIVER STUDENT SERVICES					Check Total: 21,406.01
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250211	02/11/2025	POELEM-03178	JAN 2025 SPEECH SERVICES (JESSICA BUCKMA	01 000 000 225 1000 430	11,918.67
20250211	02/11/2025	POELEM-03178	JAN 2025 SPEECH PARA SERVICES (BECKY BIN	01 000 000 225 1000 430	3,348.67
20250211	02/11/2025	POELEM-03178	JAN 2025 SPEECH SERVICES (BRIANA LEIER)	01 000 000 225 1000 430	5,528.45
20250211	02/11/2025	POELEM-03178	GAS	01 000 000 225 1000 580	103.37
20250211	02/11/2025	POELEM-03178	GAS	01 000 000 225 1000 580	38.53
20250211	02/11/2025	POELEM-03178	GAS	01 000 000 225 1000 580	71.82
20250211	02/11/2025	POELEM-03178	OIL CHANGE	01 000 000 225 1000 580	111.00
20250211	02/11/2025	POELEM-03178	BATTERY	01 000 000 225 1000 580	285.50

Detail Check Register

Posted; Fund Number 01, 03; Processing Month 02/2025

Checking Account: 1

Fund 01

Check Number: 47487	Check Type: Check	Check Date: 02/11/2025	Vendor: WESTTRU	WESTLIE TRUCK CENTER OF DICKINSON	Check Total: 8,636.57
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
430759	02/11/2025	POELEM-03182	ENGINE ISSUES WITH BUS 409 TAKEN TO WEST	01 000 000 000 2700 673	8,636.57
Check Number: 47488	Check Type: Check	Check Date: 02/11/2025	Vendor: NDDTSEA	ND DRIVER & TRAFFIC SAFETY EDUCATION	Check Total: 150.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2025-005	02/11/2025	ELEM-02427	Conference Fee	01 000 000 140 1000 810	150.00
Check Number: 47489	Check Type: Check	Check Date: 02/11/2025	Vendor: ZASTRHO	RHONDA ZASTOUPIL	Check Total: 45.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20250211	02/11/2025	ELEM-02508	2/6/25 Breakfast	01 000 000 000 2500 580	9.00
20250211	02/11/2025	ELEM-02508	2/6/25 Lunch	01 000 000 000 2500 580	14.00
20250211	02/11/2025	ELEM-02508	2/6/25 Dinner	01 000 000 000 2500 580	22.00
Check Number: 47490	Check Type: Check	Check Date: 02/12/2025	Vendor: KRAUANDER	KRAUS-ANDERSON CONSTRUCTION COMPANY	Check Total: 59,710.15
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
68813	02/12/2025	POELEM-03195	APP# 35	03 000 000 000 4220 435	59,710.15
Check Number: 47491	Check Type: Check	Check Date: 02/12/2025	Vendor: LOWRYENG	LOWRY ENGINEERING	Check Total: 6,000.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
5383	02/12/2025	POELEM-03194	BOUNDARY, TOPOGRAPHIC & IMPROVEMENT SURV	03 000 000 000 4220 435	6,000.00

*Denotes Expensed Invoice Item

Checking Account ID: 1

Total without Voids: 187,038.18

C. Consider Transferring Ownership of Killdeer Public School's Golf trailer to the Killdeer Golf Club.

MANUFACTURER'S CERTIFICATE OF ORIGIN

HAULMARK TRAILERS OF IN, INC.

DATE **12/8/2021** INVOICE NO. **317583**
VEHICLE IDENTIFICATION NO. **7K51E0814NH000360** MAKE **Haulmark**
G.V.W.R. **2990** NO. CYLS. **891** SERIES OF MODEL **PP58S2-D**
Trailer

I, the undersigned authorized representative of the company, firm or corporation named below hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.
NAME OF DISTRIBUTOR, DEALER, ETC.

DICKINSON TRAILERS, LLC DBA BOESPFLUG TRAILERS
1300 E VILLARD STREET
DICKINSON, ND 58601

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

HAULMARK TRAILERS OF IN, INC.

[Signature]

BY: _____ (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)
BRISTOL, IN

067321

CITY-STATE

Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:

DISTRIBUTION-DEALER 1
 ASSIGNMENT NUMBER 1
 NAME OF PURCHASER(S) Kildeer School District #16
 ADDRESS 101 High St Kildeer IL 58640
 I certify to the best of my knowledge that the odometer reading is _____ No Tenths
 DEALER Boesping Trailers TP 40 BY James M. Beyer
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER
 State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____
 County of _____ Notary Public

DISTRIBUTION-DEALER 2
 ASSIGNMENT NUMBER 2
 NAME OF PURCHASER(S) _____
 ADDRESS _____
 I certify to the best of my knowledge that the odometer reading is _____ No Tenths
 DEALER _____ BY _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER
 State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____
 County of _____ Notary Public

DISTRIBUTION-DEALER 3
 ASSIGNMENT NUMBER 3
 NAME OF PURCHASER(S) _____
 ADDRESS _____
 I certify to the best of my knowledge that the odometer reading is _____ No Tenths
 DEALER _____ BY _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER
 State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____
 County of _____ Notary Public

DISTRIBUTION-DEALER 4
 ASSIGNMENT NUMBER 4
 NAME OF PURCHASER(S) _____
 ADDRESS _____
 I certify to the best of my knowledge that the odometer reading is _____ No Tenths
 DEALER _____ BY _____
NAME OF DEALERSHIP DEALER'S LICENSE NUMBER
 State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____
 County of _____ Notary Public

ODOMETER DISCLOSURE
 FOR RETAIL SALE
 Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
 I certify to the best of my knowledge that the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. The odometer reading is in excess of its mechanical limits. The odometer reading is not the actual mileage.
 Signature(s) of Seller(s) _____ Date of Sale _____
 Printed Name(s) of Seller(s) _____ Dealer's No _____
 Signature(s) of Purchaser(s) _____
 Printed Name(s) of Purchaser(s) _____
 Company Name (if Applicable) _____
 Address of Purchaser(s) _____
 State of _____
 County of _____
 USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION

LIENHOLDER
 USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
 1st lien in favor of _____
 whose address is _____
 2nd lien in favor of _____
 whose address is _____

Trailers LLC. DBA

Dickinson Trailers LLC
1300 East Willard Street
Dickinson, ND 58601
605-428-3299

PFLUG

TRAILERS

Dickinson, ND 58601
9 or 800-728-3809

Date	Invoice #
1/7/2022	91480

SALE

MID: 4885
 TID: 00E50386 REF#: 00000005
 Bank ID: 000000
 Batch #: 377 RRN: 507744064429
 01/07/22 16:53:50
 APPR CODE: 895231
 MASTERCARD Chip
 *****5422 ***

PAID
01/07/2022

Terms	P.O. No.	Rep
		KLV

AMOUNT \$58.70

APPROVED

Mastercard Debit
 AID: A0000000041010
 TVR: 80 00 00 80 00
 TSI: 68 00

Thank You
Please Come Again

CUSTOMER COPY

Description	Qty	U/M	Rate	Amount
Trailer Lock	1		58.70	58.70
5%			6.50%	0.00

FINANCE CHARGES APPLY TO ANY UNPAID BALANCES.

* 1.5% Per Month * 18% Per Year * 10% Restocking Fees On All Returns

NO RETURNS AFTER 14 DAYS.

thank you
FOR YOUR BUSINESS

www.talktrailers.com

Total	\$58.70
Payments/Credits	-\$58.70
Balance Due	\$0.00



Clayton Johnsen
Killdeer Golf Club
101 High St NW
Killdeer, ND 58640

To whom it may concern,

Stray Creek Services Inc. recently donated an enclosed trailer for the primary use of the golf club currently ran by Clayton Johnsen. All use of said enclosed trailer outside the parameters of the golf club is to be approved by Clayton Johnson prior to use.

Thank you,

DENNIS ANDERSON

Dennis Anderson
President

218-205-8023



office@straycreek.com



320 Legacy Court Dunn Center ND 58626





Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

COWBOY GOLF FOUNDATION
C/O KELLY FRITEL
10051 MAIN ST
DUNN CENTER, ND 58626

Date:
12/04/2023
Employer ID number:
88-0972634
Person to contact:
Name: Monica Brown
ID number: 10250
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 2, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053514013043

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



STRAY CREEK SERVICES

DAKOTA Signwerks

Special Thanks To: Earl Hunt

FH

RED ROCK



NO PETS

D. Consider Bus Bids

E. Act on Pledge of Securities

Killdeer Public School District Pledged Securities

As of: 12/31/2024

(NDCC 21-04-09 requires securities to be 110% of public deposits)

Bank	Account	Bank balance	Amount equal to 110%	Pledged Securities	Adequate Coverage
Bravera Bank					
	Certificate of Deposits	\$ 1,124,330.24			
	General Fund Checking	\$ 70,993.64			
	General Fund NOW	\$ 8,535,432.25			
	Internal	\$ 432,084.87			
	Hot Lunch	\$ 145,300.40			
	Flex	\$ 14,206.83			
	Bravera Subtotal	\$ 10,322,348.23	\$ 11,354,583.05	\$ 16,055,492.00	Yes
First International Bank	Certificate of Deposit	\$ 392,624.88	\$ 431,887.37	\$ 755,000.00	Yes
Union Bank	Certificate of Deposit	\$ 395,246.83	\$ 434,771.51	\$ 630,000.00	Yes



INTEGRITY
DISCIPLINE
DILIGENCE
TRUST
AGILITY

January 17, 2025

Rhonda Zastoupil, Bus. Mgr.
Killdeer Public School
P.O. Box 579
Killdeer, ND 58640-0579

Dear Rhonda:

At their monthly meeting held on January 16, 2025, the Board of Directors of The Union Bank approved the following pledges to cover deposits of the Killdeer Public School.

<u>Cusip #</u>	<u>Mat. Date</u>	<u>Amount</u>
100110FJ9	8/15/33	\$280,000.00
236835QC1	11/1/33	\$150,000.00
30747NFC3	5/1/35	\$150,000.00
904427DL2	5/1/32	\$ 50,000.00
Total		\$630,000.00

Please note that all demand deposit accounts have up to \$250,000 in FDIC insurance. In addition, up to \$250,000 in the aggregate for all time and savings deposits are also FDIC insured under the FDIC Deposit Insurance Regulation 330.14 - public unit accounts.

On January 1, 2025, the demand deposit balance was \$0.00 and the certificate of deposit/savings balance was \$395,246.83.

Sincerely,

Wade Elder
Chief Executive Officer

WEE/lmn



110 DAKOTA AVENUE • PO Box 309 • WILTON, ND 58579-0309

[PHONE] 701.734.6316 • [FAX] 701.734.6502

WWW.THEUNIONBANK.COM



Pledged By Location

01/22/2025
2:53:03PM

FIRST INTL. BANK & TRUST - FARGO, ND

FROM 12/01/2024 TO 12/31/2024

Code Receipt#	FAS 115	CUSIP Trade #	Description Maturity	Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged Original Face	Pledged Par Value	Pledged Book Value	Pledged Market Value
KILLDEER PUBLIC SCHOOL (KPSC)											
BND	SALE	077149MN9 116	BEEVILLE TEX INDPT SCH DIST 08/15/2033		4.000		755,000.00 100.00%	755,000.00	755,000.00	765,621.20	755,317.10
TOTAL KILLDEER PUBLIC SCHOOL (KPSC)								755,000.00	755,000.00	765,621.20	755,317.10

Mortgage-backed securities display the expected maturity date (stated maturity date + days delay).
The information contained herein, while believed to be reliable, is not guaranteed.



BRAVERA

February 4, 2025

Killdeer Public School District
Rhonda Zastoupil
PO Box 579
Killdeer, ND 58640

Rhonda:

This letter is to certify that at a meeting of the Bravera Bank Board of Directors on January 29, 2025 the pledge of securities to Killdeer Public School District was approved.

The approval of the pledged securities will be reflected in the January 29, 2025 minutes of the Board of Directors. The following information was reviewed as of December 31, 2024.

Deposits	\$10,327,464
Required Pledges	\$10,810,211
Par Value Pledged	\$16,055,492
Market Value as of December	\$15,294,032

The "Required Pledges" above has been adjusted to reflect an additional \$250,000 of FDIC coverage for interest bearing demand accounts. If you have any questions, please contact me at 701-483-3241.

Sincerely,

Rhonda Maher
Finance Support
Bravera Bank
220 1st Avenue West
Dickinson, ND 58601
701-483-3241
rmaher@bravera.bank

F. Consider Re-Affirming Policy ABCB Sportsmanship

RECOMMENDED

ABCB - SPORTSMANSHIP

A primary goal of the sports program is to teach sportsmanship. Student athletes, student spectators, district personnel, and public spectators are expected to support this goal.

Rules of Conduct

The Superintendent and/or Athletic Director shall develop rules of conduct for athletic events. These rules shall be published in student and employee handbooks and disseminated to district patrons using the method deemed most appropriate, effective, and cost efficient by the Superintendent.

The Superintendent, principal(s), district security personnel, and law enforcement may evict violators of these rules from the athletic event, and the Superintendent may prohibit and/or restrict attendance at future events. In addition, district students and employees violating these rules may be subject to disciplinary consequences in accordance with district policy and law.

Complementary Documents

- ABCB-AR, Sportsmanship Regulations
- KAAA, Visitors in Schools
- KAAA-AR, Visitors in Schools Regulations

End of Killdeer School District #16 Policy ABCBAdopted: 03/12/14

G. Consider Re-Affirming Policy KAAA Visitors in School

RECOMMENDED

KAAA - VISITORS IN THE SCHOOLS

Definitions

This policy defines the following:

- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.

Visitor Expectations

The Board encourages parents and community members to visit district schools to become better informed about day-to-day operations and observe the educational process. Because schools are places of work and learning, visitors shall observe the following requirements when visiting district schools, which are created to ensure the educational environment is not disrupted:

1. Visitors shall comply with applicable state law and district policy/regulations while on school property. No person shall enter school property for unlawful purposes or for purposes unauthorized by the Board. The District shall enforce state law on willful disruption of schools. The Superintendent shall make a reasonable effort to keep the public informed about district policies pertaining to visitors such as, but not limited to: drug, alcohol, and tobacco use; sexual offenders; patron grievances; and other policies designed to maintain order;
2. Visitors are prohibited from engaging in disruptive conduct that is interfering or interrupting the orderly operation/management of the District, or that is insulting, harassing, or threatening toward district personnel. Visitors who engage in such conduct will immediately be asked to leave school property;
3. Solicitors are not permitted on school property except when authorized in accordance with state law and/or applicable district policy;
4. Visitors shall be prohibited from videotaping and/or otherwise electronically recording district students and staff. This policy does not apply to visitors electronically recording school-sponsored events not governed by copyright laws and non-school-sponsored activities and events held on school property. The Board may also create an exception to this policy for members of the press; and
5. Public visits to classrooms shall not be for the purpose of evaluating teachers, teaching methods, or curriculum. Visitors who wish to observe a classroom shall schedule their visits in advance according to administrative regulations. Visitors shall agree to follow this policy and any administrative regulations governing classroom observation prior to receiving classroom observation privileges.

Policy Violations

Individuals who violate any portion of this policy or applicable administrative regulations shall receive a warning that they are in violation of a district policy/regulation and may be asked by the Superintendent, building principal, or designee to leave school property. The Superintendent, building principal, or designee shall ask visitors who repeatedly violate district policy/regulations or willfully disrupt school operations to leave school

RECOMMENDED

property. If an individual refuses to leave when asked, school administration shall seek the assistance of law enforcement to remove the individual from school property. The Board reserves the right to limit or restrict an individual's ability to access school property if their conduct is in violation of this policy.

The Superintendent may periodically request a summary as to number and frequency of parent and citizen visits, which in turn will be reported to the Board.

Complementary Documents

- ABBA, North Dakota's Comprehensive Model School Policy for Tobacco Use
- ACCA, Sexual Offenders on School Property
- ACCA-BR, Criteria for Granting Parent Offenders Privileges to Enter School
- DEAA, Drug and Alcohol Free Workplace
- FFA, Student Alcohol and Other Drug Use/Abuse
- HCBB, Sales Calls and Demonstrations
- KAAA-AR, Visitors in Schools Regulations
- KACB, Complaints about Personnel
- KBA, Relations with the News Media

End of Killdeer School District #16 Policy KAAA.....Amended: 06/10/20

VISITORS IN THE SCHOOLS REGULATIONS

Since schools are a place of work and learning, certain limits apply to visits. For these reasons, the following regulations apply to visitors to the school:

1. Anyone who is not a regular staff member, volunteer, or student of the school will be termed a "visitor."
2. Any visitor to the school must report to the office of the principal upon arrival at the school. Visitors will be required to sign-in upon arrival and sign-out before exiting the school.
3. Young children are not to be brought to school without administrative approval.
4. Teachers are not expected to take class time to discuss individual matters with visitors.
5. Staff members may receive visitors in the staff lounge during a duty-free lunch hour or after work hours but otherwise not during the school day.
6. Instructional materials may be reviewed in the office after request has been made to the principal. Any objection to curriculum or instructional materials shall be made in accordance with the district's policy on educational material complaints.
7. Students will not be permitted to bring to school brothers and sisters who are not enrolled in the school except for special programs specified by the teacher. Requests to bring out-of-town visitors to school must be submitted to the principal.

End of Killdeer School District #16 Administrative Regulation KAAA-AR

H. Consider Re-Affirming Policy ABBF Ticket Sales for Accessible Seating

RECOMMENDED

ABBF - TICKET SALES FOR ACCESSIBLE SEATING

The District shall comply with the Americans with Disabilities Act regulations concerning ticket sales for accessible seating whenever the District sells tickets for seating at district-sponsored programs and/or events.

Complementary Documents

- ABBF-E, Americans with Disabilities Act Regulations: Ticket Sales for Accessible Seating

End of Killdeer School District #16 Policy ABBFAdopted: 03/12/14

**AMERICANS WITH DISABILITIES ACT REGULATIONS
TICKET SALES FOR ACCESSIBLE SEATING
28 C.F.R. 35.138**

Definition

Accessible seating is defined as wheelchair spaces and companion seats that comply with sections 221 and 802 of the [2010 ADA Accessible Design Standards](#) along with any other seats required to be offered for sale to the individual with a disability pursuant to the “purchasing multiple tickets” paragraph below.

Ticket Sales

A public entity that sells tickets for a single event or series of events shall modify its policies, practices, or procedures to ensure that individuals with disabilities have an equal opportunity to purchase tickets for accessible seating:

1. During the same hours;
2. During the same stages of ticket sales including, but not limited to, pre-sales, promotions, lotteries, wait lists, and general sales;
3. Through the same methods of distribution;
4. In the same types and numbers of ticketing sales outlets, including telephone service, in-person ticket sales at the facility, or third-party ticketing services, as other patrons; and
5. Under the same terms and conditions as other tickets sold for the same event or series of events.

Identification of Available Accessible Seating

A public entity that sells or distributes tickets for a single event or series of events shall, upon inquiry:

1. Inform individuals with disabilities, their companions, and third parties purchasing tickets for accessible seating on behalf of individuals with disabilities of the locations of all unsold or otherwise available accessible seating for any ticketed event or events at the facility.
2. Identify and describe the features of available accessible seating in enough detail to reasonably permit an individual with a disability to assess independently whether a given accessible seating location meets his or her accessibility needs.
3. Provide materials, such as seating maps, plans, brochures, pricing charts, or other information, that identify accessible seating and information relevant thereto with the same text or visual representations as other seats, if such materials are provided to the general public.

Ticket Prices

The price of tickets for accessible seating for a single event or series of events shall not be set higher than the price for other tickets in the same seating section for the same event or series of events. Tickets for accessible seating must be made available at all price levels for every event or series of events. If tickets for accessible seating at a particular price level are not available because of inaccessible features, then the percentage of tickets for accessible seating that should have been available at that price level (determined by the ratio of the total number of tickets at that price level to the total number of tickets in the assembly

area) shall be offered for purchase, at that price level, in a nearby or similar accessible location.

Purchasing Multiple Tickets

For each ticket for a wheelchair space purchased by an individual with a disability or a third-party purchasing such a ticket at his or her request, a public entity shall make available for purchase three additional tickets for seats in the same row that are contiguous with the wheelchair space, provided that at the time of purchase there are three such seats available. A public entity is not required to provide more than three contiguous seats for each wheelchair space. Such seats may include wheelchair spaces.

If patrons are allowed to purchase at least four tickets, and there are fewer than three such additional contiguous seat tickets available for purchase, a public entity shall offer the next highest number of such seat tickets available for purchase and shall make up the difference by offering tickets for sale for seats that are as close as possible to the accessible seats.

Sales Limited to Less than Four Tickets

If a public entity limits sales of tickets to fewer than four seats per patron, then the public entity is only obligated to offer as many seats to patrons with disabilities, including the ticket for the wheelchair space, as it would offer to patrons without disabilities.

Maximum Number of Tickets Patrons may Purchase Exceeds Four

If patrons are allowed to purchase more than four tickets, a public entity shall allow patrons with disabilities to purchase up to the same number of tickets, including the ticket for the wheelchair space.

Group Sales

If a group includes one or more individuals who need to use accessible seating because of a mobility disability or because their disability requires the use of the accessible features that are provided in accessible seating, the group shall be placed in a seating area with accessible seating so that, if possible, the group can sit together. If it is necessary to divide the group, it should be divided so that the individuals in the group who use wheelchairs are not isolated from their group.

Hold-and-Release of Tickets for Accessible Seating

Tickets for accessible seating may be released for sale in certain limited circumstances. A public entity may release unsold tickets for accessible seating for sale to individuals without disabilities for their own use for a single event or series of events only under the following circumstances:

1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold;
2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or
3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category.

Nothing in this paragraph requires a facility to release tickets for accessible seating to individuals without disabilities for their own use.

Ticket Transfer

Individuals with disabilities who hold tickets for accessible seating shall be permitted to transfer tickets to third parties under the same terms and conditions and to the same extent as other spectators holding the same type of tickets, whether they are for a single event or series of events.

Prevention of Fraud in Purchase of Tickets for Accessible Seating

A public entity may not require proof of disability, including, for example, a doctor's note, before selling tickets for accessible seating.

1. **Single-event tickets:** For the sale of single-event tickets, it is permissible to inquire whether the individual purchasing the tickets for accessible seating has a mobility disability or a disability that requires the use of the accessible features that are provided in accessible seating, or is purchasing the tickets for an individual who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.
2. **Series-of-events tickets:** For series-of-events tickets, it is permissible to ask the individual purchasing the tickets for accessible seating to attest in writing that the accessible seating is for a person who has a mobility disability or a disability that requires the use of the accessible features that are provided in the accessible seating.

A public entity may investigate the potential misuse of accessible seating where there is good cause to believe that such seating has been purchased fraudulently.

NOTE: This exhibit does not include regulatory language on year-to-year sale of season-long seats or language on secondary ticket markets. This information is available in 28 C.F.R. 35.138.

End of Killdeer School District #16 Exhibit ABBF-E

I. Superintendent Evaluation

8. Other

A. Kraus-Anderson Construction Contract

DRAFT AIA® Document A133™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «17th» day of «January» in the year «2025»
(In words, indicate day, month, and year.)

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

Killdeer Public Schools
101 High Street NW
P.O. Box 579 West
Killdeer, ND 58640

< >< >
< >
< >
< >

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

Kraus-Anderson Construction Company
1815 Schafer Streets, Suite 200
Bismarck, ND 58501

< >< >
< >
< >
< >

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

«Killdeer Elementary Updates»
«101 High St NW»
«Killdeer, ND 58640»
-»

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

«ICON Architectural Group, LLC, a North Dakota limited liability company» << >>
«P.O. Box 5700»
«Grand Forks, ND 58206»
«701-772-4266»

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« Project program to be developed jointly by Owner and Architect.-»

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

«
Project Site is located at 101 High Street NW in Killdeer ND. All work to take place within existing property lines, except for any connections to adjacent storm sewer systems and city street connections. It is anticipated that the project may include exterior drainage, pavement, and ADA improvements along with interior flooring and bathroom upgrades.
»

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

«To be determined »

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

.1 Design phase milestone dates, if any:

«To be determined »

.2 Construction commencement date:

« Spring 2025 »

.3 Substantial Completion date or dates:

«To be determined dependent of final scope of work »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« To be determined »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, prior to commencement of Work the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may agree to complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, email address and other contact information.)

«Jeff Simmons, Superintendent »

«101 High St NW »

P.O. Box 579

«Killdeer, ND 59640 »

«Jeff.Simmons@k12.nd.us »

«701-764-5865 »

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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User Notes: (909134648)

(List name, address and other contact information.)

« »

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

.1 Geotechnical Engineer:

«To be determined »« »
« »
« »
« »
« »

.2 Civil Engineer:

«-»« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

«Schedule Abatement/Remediation Material Abatement and Management Services
Badlands Environmental Consultants, Inc.
1008 East Central Avenue
Bismarck, ND 58501
701-223-7335
badlands@midconetwork.com»

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«Jesse Lawrence, Architect »
«316 Main St N »
«Watford City, ND 58854 »
«jessel@iconarchitects.com »
«701-842-3458 »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, email address and other contact information.)

«Mike Barsness, Senior Project Manager »
«1815 Schafer Street, Suite 200 »
«Bismarck, ND 58501 »
«mike.barsness@krausanderson.com »
«701-989-7157 »
« »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« [As required by NDCC review](#) »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager'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. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case,

both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise/consult with the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; 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 ("Value Engineering"). The Owner acknowledges that such Value Engineering services are advisory and are not professional design services, and that in many instances the opportunity to reduce costs by using alternate or different materials, equipment or methods may come with corresponding tradeoffs in quality, performance, aesthetics, maintenance, or operations. The Owner shall have the obligation to ensure that any Value Engineering cost savings proposals are independently evaluated by the Owner, the Architect and other members of the Owner's design team to determine whether the potential cost saving opportunities are acceptable for incorporation or use in the Work, including any differences in quality, performance, aesthetics, maintenance, operations or other material aspects. Such Value Engineering services shall be considered a part of Preconstruction Services whether performed before or after commencement of the Construction Phase. The Construction Manager shall consult with the Architect regarding professional Value Engineering services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager

shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager ~~suggests~~suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objectives required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and obtain competitive bids for the Project in accordance with the North Dakota Century Code, including Section 48-01.2-22(2) which provides in relevant part as follows: "A construction manager at-risk selected for a public improvement shall advertise publicly and receive bids from subcontractors for the work items the construction manager at-risk chooses not to perform." As used in this Agreement, "construction manager at-risk" shall mean the Construction Manager.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 With the written consent of the Owner, the Construction Manager or a related party, as defined in Section 7.8, may self-perform portions of the Work that may otherwise be performed by trade subcontractors (the "Self-Perform Work") with the understanding that the pricing for such Self-Perform Work will be competitive with market prices for such Work. If the Owner consents to any Self-Perform Work, the Construction Manager shall include any category of Self-Perform Work as a separate lump sum line item in its GMP and schedule of values (the "Self-Perform Lump Sum"). The Self-Perform Lump Sum shall be treated as a Subcontract Cost under Section 7.3 and shall not be subject to

further audit as part of the Cost of the Work. Furthermore, (i) the Owner shall have no obligation to pay amounts in excess of the Self-Perform Lump Sum for the Self-Perform Work, except to the extent the Self-Perform Lump Sum is subject to additions and deductions by Change Order as provided in the Contract Documents and (ii) the Construction Manager shall have no obligation to return any portion of the Self-Perform Lump Sum to the Owner as Project Savings, nor shall any portion of the Self-Perform Lump Sum be treated as Project Savings. For purposes of this section, "Project Savings" is defined as the difference between the Guaranteed Maximum Price less (a) the final Cost of the Work and (b) the Construction Manager's Fee.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

~~Subject to Section 3.1.1, F~~the Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

~~§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, When the Drawings and Specifications are sufficiently complete,~~ the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as a

Cost of the Work that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager in accordance with the schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 Unless otherwise provided in the Guaranteed Maximum Price Amendment, the Construction Phase shall commence upon five (5) business days following the date that the following conditions listed as (a) through (c) have all been satisfied: (a) the execution of Guaranteed Maximum Price Amendment, (b) the date the Owner provides reasonable evidence pursuant to Section 43.1.2 that financial arrangements have been made to fulfill the Owner's obligations of the contract, and (c) upon receipt of the Building Permit for the Project; the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to execution/acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct periodic meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. Such meetings shall occur at regular intervals, but in no event less often than every two (2) weeks during the Construction Phase. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information reasonably required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 The Construction Manager shall maintain, in good order and on a current basis, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction, Specifications, addenda, Change Orders, and other Modifications; shop drawings; product data; samples; submittals; inspection reports; purchases; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager 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 Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed between the Owner and Construction Manager or as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, if attached to this Agreement.

§ 4.2 Owner’s Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall have the authority to make decisions on behalf of the Owner and bind the Owner concerning the Project, and shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests, and as are necessary to provide the information and services required under Section 4.1.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

« **The Construction Manager shall be paid a fixed fee of Five Thousand Dollars (\$5,000.00) for preconstruction services.** »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

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

« »

Individual or Position	Rate
Senior Project Manager	\$1707.00 / hour
Project Engineer/Assistant Project Manager-Manager	\$11057.00 / hour
Preconstruction Manager/Preconstruction-Manager	\$158166.00 / hour

Estimator	\$146154.00 / hour
MEP Specialist	\$158166.00 / hour
VDC/BIM	\$133140.00 / hour
Project Coordinator/Accounting	\$748.00 / hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « six months » (« 6 ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « forthirty-five » (« 3045 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

Commented [QF1]: 45 days under Section 13-01.1-02.

« % » One and seventy-five hundredths percent (1.75%) per month as per NDCC 13 01.1-02.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

« The Construction Manager's Fee calculation will be done at the time the Guaranteed Maximum Price is established for the Project via the Guaranteed Maximum Price Amendment and shall be determined by multiplying the estimated Cost of the Work by a rate of Four percent (4%). The Construction Manager's Fee will become a fixed amount at the time the Guaranteed Maximum Price Amendment is executed and shall not be reduced.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« The Construction Manager's Fee shall be increased at the rate of Four percent (4%) multiplied by the Cost of the Work for additive changes in the work. -Not-Applicable

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« N/A »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « One Hundred Eighty-Five » percent (« 10085 » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« N/A »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

«→§ 6.1.7.1 The difference (savings) between the Guaranteed Maximum Price less the final Cost of the Work less the Construction Manager's Fee shall accrue one hundred percent (100%) to the benefit of the Owner.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” and “an amount for overhead and profit” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops, [at the rates set forth below](#).

Personnel Category	Rate Per Hour
Carpenter - Foreman	\$86.00 / hour
Carpenter - Journeyman	\$82.00 / hour

Laborer - Foreman	\$ 3.00 / hour
Laborer - Journeyman	\$ 9.00 / hour

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work at the hourly rates set forth below:

Personnel Category	Rate Per Hour
Project Director/VP/DOO	\$196206.00 / hour
Sr. Project Manager/Construction Exec./Project Exec.	\$1707.00 / hour
Project Manager	\$149157.00 / hour
Assistant Project Manager	\$11027.00 / hour
Project Engineer/Field Engineer/Assistant Project Manager	\$1105.00 / hour
Director of Preconstruction	\$15866.00 / hour
Preconstruction Manager	\$15260.00 / hour
Estimator	\$14654.00 / hour
Assistant Estimator	\$10612.00 / hour
Project Intern	\$558.00 / hour
Safety Director	\$15614064.00 / hour
Safety Engineer/Safety Manager	\$1408.00 / hour
Quality Director	\$1891.00 / hour
Quality Manager	\$14654.00 / hour
MEP Specialist	\$15866.00 / hour
VDC/BIM	\$13340.00 / hour
General Superintendent	\$15967.00 / hour
Field Superintendent	\$14754.00 / hour
Assistant Superintendent	\$12835.00 / hour
Project Coordinator/Accountant/Marketing	\$748.00 / hour
Computer/IT	\$95100.00 / hour
Yard Delivery	\$12430.00 / hour

The rates set forth above shall be in effect through December 31, 2026. Thereafter the rates shall be increased by Five percent (5%) per year as of January 1 of each subsequent year, with the Owner's prior approval. Any increase in the rates above shall not result in an increase to the Guaranteed Maximum Price unless otherwise allowed by the terms of the Contract Documents (e.g., for a Change Order).

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site at the hourly rates set forth in Section 7.2.2, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

←→

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, 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 at the hourly rates set forth in Section 7.2.2.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining 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 Sections 7.2.1 through 7.2.3 for construction workers described in Section 7.2.1. Such costs for taxes, insurance, contributions, and assessments (excluding benefits) shall be forty-seven percent (47%) of gross payroll. Gross payroll consists of wages and benefits.

§ 7.2.5 Reserved. If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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 Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of Construction Manager-owned materials, supplies, temporary facilities, machinery, equipment, and tools not included on Exhibit "C" referenced in Section 7.5.2, 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 Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rental charges for facilities, machinery, equipment, and hand tools rented from the Contractor shall be as set forth on the attached Exhibit "C". Other rental charges shall not be higher than standard rates at the place of the Project. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item and related owning and operating costs during the term of such item's use on the Project.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. The premiums for other liability insurance, including, but not limited to, Commercial General Liability Insurance, Excess Umbrella Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Pollution Liability Insurance shall be charged as a Cost of the Work at the rate of one and five hundredths percent (1.05%) of the Guaranteed Maximum Price (excluding this charge), and such amount shall be considered approved by the Owner and shall not be subject to audit.

§ 7.6.1.1 Costs for ~~self-insurance~~ self-insured deductibles or retentions carried by the Contractor, for either full or partial amounts of the coverages required by the Contract Documents, ~~with the Owner's prior approval.~~

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under ~~Article 13~~Section 13.4 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager ~~had reason to believe~~ knew that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by ~~Article 3~~Section 3.17 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work ~~and located at the site, with the Owner's prior approval.~~

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility ~~to the Owner as set forth~~ in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard ~~written~~ personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, ~~with the Owner's prior approval.~~

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 The cost for Construction Manager's administration of warranties required by the Contract Documents after Project completion shall be charged as a Cost of the Work at the rate of fifteen hundredths of one percent (0.15%) of the Guaranteed Maximum Price), and such amount shall be considered approved by the Owner and shall not be subject to audit.

§ 7.6.13 A fixed rate equal to One and One-Tenth Percent (1.1%) of the aggregate of subcontract costs and material costs under this Agreement (excluding, however, those subcontract costs and material costs which are incurred pursuant to subcontracts or material agreements for which the Construction Manager has purchased separate subcontract bonds), established at the time of GMP (as adjusted by Change Orders, if any), for the estimated costs of covering the risk of those certain subcontractor defaults through subcontractor default insurance or other similar insurance and/or self-insurance, to protect against the risk of default by such subcontractors and material suppliers. Such 1.1% charge shall not be adjusted for cost overruns or savings as a result of managing the risk of subcontractor defaults. Self-insured deductibles or retentions carried by the Construction Manager for subcontractor default insurance shall also be considered a Cost of the work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager. Notwithstanding anything in this Section 7.8.1 to the contrary, Kraus-Anderson Insurance Agency shall not be considered a “related party.”

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager 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 in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner or Construction Change Directives, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

Commented [QF2]: Article 7 addresses Cost of Work in the Construction Phase. It’s my understanding that this is excluded to avoid double payment of the costs of service incurred during the Preconstruction Phase (which are required to be paid under Article 5). Would propose to keep this exclusion.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. ~~The In addition to the persons or entities designated by the Construction Manager, the~~ Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. ~~The Construction Manager shall then determine, with the advice of the Owner and the Architect, which bids will be accepted. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.~~ The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager 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 Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner’s prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager 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 this 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 Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, Subcontractor’s invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « first » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « ~~last~~ ~~twenty-fifth~~ ~~last~~ » day of the « same » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « ~~forty-five~~ ~~thirty~~ ~~twenty~~ ~~thirty~~ » (« ~~45~~ ~~30~~ ~~20~~ ~~30~~ ») days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With ~~each~~the final Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

~~§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.~~

§ 11.1.6 Applications for Payment 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 Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- 1 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 most recent schedule of values;
- 2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- 4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1, ~~and~~ 11.1.7.1.2 ~~and~~ 11.1.7.1.3 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1, ~~and~~ 11.1.7.1.2 ~~and~~ 11.1.7.1.3 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in ~~Article 9~~Section 9.5.1 of AIA Document A201–2017;
- 3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in ~~Article 9~~Section 9.5.1 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«→ In accordance with North Dakota Century Code § 48-01.2-13, ten percent (10%) until the project is fifty percent (50%) completed with no further retainage on estimates during the continuance of the contract unless unsatisfactory progress or performance is documented. Owner may, upon completion of ninety-five percent (95%) of the contract, pay to the Construction Manager up to ninety-five percent (95%) of the amount retained from previous progress payments. The remaining amount retained must be paid to the Construction Manager in the amounts and at the times approved by the Architect.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

~~«Not Applicable»~~

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

~~« In accordance with the North Dakota Century Code § 48-01.2-13. »~~

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

«→ One hundred fifty percent (150%) of the reasonable estimated cost of any incomplete Work and any unsettled Claims may be withheld by the Owner. Such withheld amount shall be paid to Construction Manager monthly as such incomplete Work is completed and Claims are settled.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The Construction Manager may, in its sole discretion, distribute any reduction in retainage described in Section 11.1.8.1 or 11.1.8.3 among its Subcontractors.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the

Contract. 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.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in ~~Section 9.5.1~~ Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in ~~Article 9 Section 9.4.1~~ of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within ~~3060~~ 300 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. ~~Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager.~~ Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment ~~or any binding determination of a dispute under the Contract Documents, or as follows:~~

← →

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

← → % ← → One and seventy-five hundredths percent (1.75%) per month as per NDCC 13 01.1-02.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. If the parties appoint an individual other than the Architect to serve as the Initial Decision Maker, the Initial Decision Maker’s fees and expenses shall be split equally between the parties.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. ~~To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.~~

§ 13.1.6.1 ~~If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the~~The Construction Manager will terminate ~~all the subcontracts, purchase orders or rental agreements~~ and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, ~~or to be incurred,~~ by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

«→ Four percent (4 %) of the estimated Cost of the Work not completed as of the date of termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, or makes such assignment with or without consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than « Two Million and 00/100 Dollars » (\$ « 2,000,000.00 ») for each occurrence and « Four Million and 00/100 Dollars » (\$ « 4,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») each accident, « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») each employee, and « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « Five Million and 00/100 Dollars » (\$ « 5,000,000.00 ») per claim and « Ten Million and 00/100 Dollars » (\$ « 10,000,000.00 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given to the email address of the parties’ representatives set forth in Article 1 in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: (If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«→»

§ 14.5 Other provisions:

«§ 14.5.1 In accordance with North Dakota Century Code Section 12.1-20-25, Construction Manager and each of its subcontractors shall perform commercially reasonable background checks on each of their employees regarding sex offenders to prevent sexual offenders from entering upon school property.»

§ 14.5.2 Whenever employees of Construction Manager and each of its subcontractors are present at the Project site, they are prohibited from (i) using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia); (ii) being under the influence of alcohol or an illegal drug, or (iii) possessing or consuming alcohol. »

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 ReservedAIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit C – Tool and Equipment Rates »

This Agreement is entered into as of the day and year first written above. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

Killdeer Public Schools

Kraus-Anderson Construction Company

OWNER (Signature)

« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« Don Wilmes – VP, Director of Operations »

(Printed name and title)

DRAFT AIA® Document A133™ – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the «17th » day of «January » in the year «2025 »
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Killdeer Elementary Updates »
«101 High St NW »
«Killdeer, ND 58640
« »
« »

THE OWNER:
(Name, legal status, and address)

Killdeer Public Schools
101 High Street NW
P.O. Box 579
Killdeer, ND 58640
Killdeer Public Schools
101 High Street West
Killdeer, ND 58640
« »« »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Kraus-Anderson® Construction Company
1815 Schafer Street, Suite 200
Bismarck, ND 58501
« »« »
« »

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

Flood

No less than \$1,000,000 for Flood Zone B.

Earthquake

No less than \$5,000,000.

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup, and for portions of the Work stored off the site and portions of the Work in transit. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance 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 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall ~~continue its current purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis,~~ protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[] **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[] **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[] **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[] **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[] **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- [] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[]

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[]

- [] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured as required by Section B.3.1.3 up to the limits required by Sections B.3.2.2 and B.3.2.4 on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, ~~the Architect, and the Architect's consultants~~ as additional ~~insureds~~ insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be equivalent to no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, ~~and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, ~~unless a different duration is stated below:~~

~~(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)~~

«—»

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~« Two Million and 00/100 Dollars »~~ (\$ ~~« 2,000,000.00 »~~) each occurrence, ~~« Four Million and 00/100 Dollars »~~ (\$ ~~« 4,000,000.00 »~~) general aggregate, and ~~« Four Million and 00/100 Dollars »~~ (\$ ~~« 4,000,000.00 »~~) aggregate for products-completed operations hazard, 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 and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~« One Million and 00/100 Dollars »~~ (\$ ~~« 1,000,000.00 »~~) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager shall obtain umbrella/excess liability insurance with a combined single limit of ten million dollars (\$10,000,000). The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella

liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment of the underlying limits by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») each accident, « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») each employee, and « One Million and 00/100 Dollars » (\$ « 1,000,000.00 ») policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « Five Million and 00/100 Dollars » (\$ « 5,000,000.00 ») per claim and « Ten Million and 00/100 Dollars » (\$ « 10,000,000.00 ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « Five Million and 00/100 Dollars » (\$ « 5,000,000.00 ») per claim and « Ten Million and 00/100 Dollars » (\$ « 10,000,000.00 ») in the aggregate.

§ B.3.2.10 ~~Reserved. Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

§ B.3.2.11 ~~Reserved. Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « Two Million and 00/100 Dollars » (\$ « 2,000,000.00 ») per claim and « Four Million and 00/100 Dollars » (\$ « 4,000,000.00 ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until substantial completion of the Work, the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3, except with respect to Section B.2.3.3 and except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall

be responsible for losses within the deductible up to \$2,500.00. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner/Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions, unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

«»§ B.3.3.2.1.1 Such insurance shall be maintained until the Work is Substantially Complete. Once the Work is Substantially Complete, the Owner shall replace the insurance policy required under Section B.3.3.2.1 with permanent property insurance covering the Project.

§ B.3.3.2.1.2 If the insurance required by Section B.3.3.2.1 is subject to deductibles or self-insured retentions up to \$2,500.00.

[« »] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**

[« »] **§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**

[« »] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	<u>One hundred percent (100%) of the Guaranteed Maximum Price</u>
Performance Bond	<u>One hundred percent (100%) of the Guaranteed Maximum Price</u>

Payment and Performance Bonds shall may be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement; provided, however, each shall comply with North Dakota Century Code Section 48-01.2-23(2) which provides as follows:

2. A construction manager at-risk, before starting any construction, shall provide the governing body with a bond in an amount at least equal to the amount of the guaranteed maximum price. The bond must be conditioned to be void if the contractor and all subcontractors fully perform all terms, conditions, and provisions of the construction services contract and pay all bills or claims on account of labor and materials, including supplies used for machinery and equipment, performed, furnished, and used in the performance of the contract, including all demands of subcontractors. The requirement that bills and claims be paid must include the requirement that interest of the amount authorized under section 13-01.1-02 be paid on bills and claims not paid within ninety days. The bond is security for all bills, claims, and demands until fully paid, with preference to labor and material suppliers as to payment. The bond must run to the governing body, but any person having a lawful claim against the contractor may sue on the bond.

N.D.C.C. § 48-01.2-23(2). As used in Section 48-01.2-23(2), the term “construction manager at-risk” shall mean Construction Manager and the term “government body” shall mean Owner. As provided under law, the amount of the Construction Manager’s performance and payment bonds shall be equal to one hundred percent (100%) of the Guaranteed Maximum Price. The Owner’s receipt of any bond that fails to meet the requirements of this Section shall not (i) modify the requirements set forth in this Section, or (ii) be deemed a waiver of the requirements set forth in this Section. The Construction Manager shall deliver the required bonds to the Owner within ten (10) days of executing the Guaranteed Maximum Price Amendment and prior to the commencement of construction work.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«→ The Construction Manager shall require all Subcontractors to maintain insurance of the same types required by Construction Manager in Section B.3.2 herein.

DRAFT AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« Killdeer Elementary Updates »
« 101 High St NW »
« Killdeer, ND 58640 »
« »

THE OWNER:
(Name, legal status and address)

Killdeer Public Schools
101 High Street NW
P.O. Box 579
Killdeer, ND 58640
Killdeer Public Schools
101 High Street West
Killdeer, ND 58640
« »
« »

THE ARCHITECT:
(Name, legal status and address)

«
« ICON Architectural Group, LLC, a North Dakota limited liability company » « »
« P.O. Box 5700 »
« Grand Forks, ND 58206 »
« 701-772-4266 ICON Architectural Group » « »
« »
« »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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User Notes:

(1734562130)

- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, **3.2.3**, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, **9.6.4**, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,

13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,

15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,

15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,

7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,

9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,

12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,

7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,

14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,

10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
 Contractor's Relationship with Subcontractors
 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
 Contractor's Relationship with the Architect
 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
 Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
 Contractor's Responsibility for Those Performing the Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
 Contractor's Review of Contract Documents
 3.2
 Contractor's Right to Stop the Work
 2.2.2, 9.7
 Contractor's Right to Terminate the Contract
 14.1
 Contractor's Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
 Contractor's Superintendent
 3.9, 10.2.6
 Contractor's Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
 Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
 Copies Furnished of Drawings and Specifications
 1.5, 2.3.6, 3.11
 Copyrights
 1.5, **3.17**
 Correction of Work
 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
 Costs
 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
 Damage to Construction of Owner or Separate Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
 Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
 Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
 9.4.1, **9.5**, 9.7, 14.1.1.3
 Defective or Nonconforming Work, Acceptance, Rejection and Correction of
 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
 Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, **10.3.2**, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
 Disputes
 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
 Drawings and Specifications, Use and Ownership of
 3.11
 Effective Date of Insurance
 8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
 Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
 Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, **9.3.2**, **9.3.3**, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, **14.2.1.2**
 Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
 9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.1.7, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, **9.6.3**, **9.7**, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and

Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,

9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,

9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,

12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2, 15.1.7**

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3, 9.5.1, 9.7,**
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, **12.2, 13.4.2, 14.3.1**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions 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.

§ 1.4 Interpretation

In the interest of brevity the Contract 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.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~if a method for electronic transmission is set forth in the Agreement.~~

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

~~The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, prior to commencement of Work they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.~~

§ 1.8 Building Information Models Use and Reliance

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set~~

forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~ The Contractor shall have no obligation to commence or continue the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately, ~~and the Contract Sum shall be equitably adjusted.~~

§ 2.2.2 ~~Reserved.~~ Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 ~~Reserved.~~ After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor 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 Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten~~seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may ~~after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may~~, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor warrants and represents that:

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§ 3.1.4.1 The Contractor is financially solvent, able to pay its debts as they become due and has sufficient working capital to complete the Work and perform its obligations under the Contract Documents in an efficient and capable manner;

§ 3.1.4.2 The Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents, and has sufficient experience and competence to do so;

§ 3.1.4.3 The Contractor is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental, public, and other authorities having jurisdiction over the Contractor and the Project; and

§ 3.1.4.4 The person executing the Contract Documents on behalf of the Contractor is properly authorized to do so.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review pursuant to Section 3.2 is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require and necessary changes shall be accomplished by appropriate Modification to the Contract Documents.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and, as between the Owner and the Contractor, shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. ~~propose alternative means, methods, techniques, sequences,~~

~~or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Nothing contained herein shall be construed to reduce or modify the applicable statute of limitations or statute of repose or to change the time in which an action may be commenced to seek compliance with the Contract Documents or any other obligation imposed by law or equity.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 Subject to Section 3.2.3, The Contractor 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.

§ 3.7.3 ~~Subject to Section 3.2.3, If~~ the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract 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 Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. ~~If the conditions encountered are materially different, then, following consultation between Contractor, Construction Manager, Owner, and Architect, the Contract Sum and Contract Time shall be equitably adjusted.~~ The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor ~~encounters human remains or~~ recognizes the existence of ~~human remains~~, burial markers, ~~or~~ archaeological sites ~~or wetlands~~ not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor 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~~ ~~If such conditions are encountered, the Contract Sum and Contract Time shall be equitably adjusted arising from the existence of such remains or features may be made as provided in Article 15.~~

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor'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 such stated~~ 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 ~~(+)~~ the difference between actual costs and the allowances under Section 3.8.2.1 and ~~(-)~~ ~~changes in Contractor's costs under~~ Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~in sufficient time to avoid delay in the Work with reasonable promptness.~~

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. ~~The superintendent-Contractor's Project Manager~~ shall represent the Contractor, and communications given to the ~~superintendent-Contractor's Project Manager~~ shall be as binding as if given to the Contractor.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (+) has reasonable objection to the proposed~~

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed, unless such person becomes unable to perform his or her duties due to death, disability, resignation, or termination of employment. If the superintendent is no longer capable of performing his or her duties as described above, the Contractor shall promptly submit to the Owner the resume of any person Contractor requests to instate as a substitute, and unless the Owner reasonably objects, such person shall be substituted.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor 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 Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents, and the Contractor shall not be responsible for the adequacy and accuracy of such performance and design criteria. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably specified by the Architect.

§ 3.13 Use of Site

The Contractor 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 Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored as close as reasonably practicable under the circumstances to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents 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, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such 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, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or unless specifically stated by the Architect, of any construction means, methods, techniques,

sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall promptly notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing with reasonable promptness, but in no event later than fifteen (15) days after receipt of such request within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 44-days7 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 44-day7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor 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 Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 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 Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor 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 Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of 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 Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, 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 the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction 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 and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 in the Contract Sum, 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 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. ~~If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) by an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by disruptions in labor or materials resulting from a health crisis regardless of whether an infectious disease, epidemic, pandemic or

outbreak isolated to areas from which such labor and materials are supplied; (5) by delay authorized by the Owner pending mediation and binding dispute resolution; or (6) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time and the Contract Sum shall be equitably adjusted by Change Order extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor as compensation for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and conditional releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, 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 Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of 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 Contractor 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 Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor 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 Contractor's knowledge, information, and belief, be free and clear of liens, claims,

security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work 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 Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for 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 Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for **amounts owed to such Subcontractor or material or equipment supplier for Work properly performed or material or equipment suitably delivered by such Subcontractor or material or equipment supplier.** If the Owner

makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, ~~no later than seven but in no event later than twenty~~ (20) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor 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 Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, 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 Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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 Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract 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 Contractor, provided such occupancy or use is consented to by the insurer 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 Contractor 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 Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor 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 Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such 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 not constitute a waiver of any 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 Contract Documents;~~
- ~~.3 — terms of special warranties required by the Contract Documents; or~~
- ~~.4 — audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor 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 Contractor shall take reasonable precautions for safety of, and shall provide 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 Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 Subject to Section 3.2.3, The Contractor 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 Contractor 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

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against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, ~~except .The Contractor may make a Claim for the cost to remedy the damage or loss~~ to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor 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 either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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 and Substances

§ 10.3.1 ~~The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance if a material or substance reasonably believed by the Contractor to be hazardous, toxic, petroleum or a constituent thereof,~~ including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 Contractor 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 Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have 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 Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents 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 arises solely from the fault or negligence of Owner and is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) or petroleum or a constituent thereof, 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 hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, provided that such material or substance was not required by the Contract Documents, or (2) where the Contractor 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. Further, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents 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 relating to (1) hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) Contractor's failure to perform its obligations under Section 10.3.1, 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, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.6 If, without fault or negligence on the part of the Contractor, the Contractor 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 Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred. Nothing in this Section 10.3.6 shall be construed to prevent any party from pursuing remedies for reimbursement, contribution, or other claims if the party is held liable by a government agency for the cost of remediation of a hazardous material or substance if the government agency imposes such liability without apportioning the cost of remediation in proportion to the fault or negligence attributable to the party.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents, including the AIA Document A133™-2019, Exhibit B, Insurance and Bonds, as modified. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, 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 Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

~~§ 11.2.1~~ The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

~~§ 11.2.2 Failure to Purchase Required Property Insurance.~~ If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights of action against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Agreement/Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights of action against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement ~~or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance; provided, however, the parties retain and do not waive rights relating to damages caused by fire, or other causes of loss, to extent those damages are not covered, in whole or in part, by property insurance required by the Agreement.~~ The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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~~Work, or if after final payment property insurance is to be provided on the completed ~~Work~~Project through a policy or policies other than those insuring the ~~Work~~Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss

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covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14 days from receipt of notice~~ the right to object to the proposed settlement or allocation of the proceeds. ~~If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation.~~ Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor ~~timely~~ objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense 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.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor 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 Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract 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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the ~~State of North Dakota~~~~place where the Project is located~~, excluding that jurisdiction's choice of law rules. ~~Any action arising out of or relating to the Contract Documents or the Project must be adjudicated exclusively in the state district court of Dunn County, North Dakota and its appellate courts. Each party consents to the exclusive jurisdiction of such courts and waives any claim or lack of jurisdiction or forum non conveniens. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Uniform Arbitration Act, as adopted in the jurisdiction where the Project is located, shall govern Section 15.4.~~

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to ~~the~~ covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, ~~or makes such assignment with or without such consent~~, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor 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 Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3,

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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, ~~and~~ costs incurred by reason of such termination, ~~and damages.~~

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~on more than one occasion~~ repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~on more than one occasion~~ repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents; ~~or~~
- .5 files a bankruptcy petition (or has a bankruptcy action commenced against it that is not dismissed within 30 days of commencement of same), makes an assignment for the benefit of its creditors, has a receiver appointed to manage the Contractor's assets, or otherwise becomes insolvent.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. 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 Contractor is responsible; or

- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor 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 subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed (including the Contractor's Fee thereon); costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, a change in the Contract Time, 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise within the period specified by applicable law, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work or such other period provided by applicable law, whichever is less. ~~The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

§ 15.1.3 Notice of Claims

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.~~

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required. Claims by either the Owner or Contractor shall be initiated by notice to the other party.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor'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.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor 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, and business and reputation, and for loss of management or employee productivity or of the services of such persons;~~ and
- .2 damages incurred by the Contractor 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 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, a~~An initial decision shall ~~not~~ be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may ~~request demand~~ mediation ~~and initiate~~ binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of 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.

§ 15.2.6 Either party may ~~file for~~ propose mediation of an initial decision ~~at any time, subject to the terms of Section 15.2.6.1.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 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, ~~notwithstanding anything to the contrary in this Article 15.~~

§ 15.3 Mediation

§ 15.3.1 ~~The parties may agree to submit~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract, ~~except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 ~~If the parties agree to submit Claims to mediation,~~ 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~Reserved.~~ ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

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

§ 15.4 [Reserved.] Arbitration

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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.

§ 15.4.1.1 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. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 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 thereof.

§ 15.4.3 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.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

9. Announcements

- A. Next Regular Meeting: March 12, 2025 at 7:00 p.m.
******NOTE Time Change back to 7:00 p.m.******

10. Adjourn