Schuyler Community Schools
Board of Education Regular Meeting
Monday, December 10, 2018 6:30 PM
Schuyler Central High School Music Room
120 W. 20th St.
Schuyler, NE 68661-2400

Attendance Taken at 6:27 PM.

Mynor Hernandez:	Absent
Virginia Semerad:	Absent
Richard Brabec:	Present
Holly Hild:	Present
Chuck Misek:	Present
Brian Vavricek:	Present

Present: 4, Absent: 2.
Attendance Update Taken at 6:50 PM.

Mynor Hernandez:	Present

Present: 5, Absent: 1.

I. Call Meeting to Order
STRIVE - COMMIT - SUCCEED - District Mission Statement

Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

I.A. Pledge of Allegiance

I.B. Declaration of Open Meeting
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the back of the meeting room.
Nebraska Open Meetings Act: http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

II. Approval of Consent Agenda
Discuss, Consider and Take Action on the consent agenda
Motion to approve the consent agenda Passed with a motion by Chuck Misek and a second by Brian Vavricek.
Mynor Hernandez: Absent, Virginia Semerad: Absent, Richard Brabec: Yea,

Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 0, Absent: 2

II.A. Agenda

II.B. Minutes

II.C. Acceptance of Claims

II.C.1. Bills of $5,000 or more

II.D. Financial

II.E. Other Listed Reports

III. Public Forum - We ask that all presentation be limited in their length.

III.A. Recognition of visitors and guests

III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)

III.C. Student Representative's Report

1. Student Council Totes for Families
2. Library fines paid between Thanksgiving and Christmas are donated The Comfort Closet
3. Junior class is selling candy cane grams as a class fundraiser
4. Project S soup dinner is planned for Dec 14, 6-8p at SCHS with a RAFFLE. Raising money for the toy drive.

IV. Action Items

IV.A. Board Policy, Handbooks, and Support Programs

This committee is responsible for annual review of board policies, handbooks, and crisis/safety plans. This committee is also responsible for the support and development of support programs(nursing, food service) in the district.

IV.A.1. Consider, discuss, and take action to approve a teacher's request for an overnight trip.

This is the third year of the Washington DC Trip request. Mrs. Shanda Hall is the staff member requesting your approval. This trip is really not a school function, but because it involves our employees. Holly Hild forwarded information to our insurance company (EMC) last year asking for approval for this event. EMC's representative confirmed that there's liability coverage for all employees of the school going. They would also have work comp if they were doing something in the scope of their duties and got injured. She didn't see there to be any issue with the trip. Our board policy outlining overnight trip requests is included below.

CERTIFICATED EMPLOYEE TRAINING, WORKSHOPS OR CONFERENCES Policy 409.02

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district, shall be made to the superintendent. Approval of the superintendent or his designee with the principal's input must be obtained prior to attendance by a certificated employee in a professional development program when the attendance would result in the certificated employee being excused from their duties or when the school district pays the expenses for the program.

Employees authorized by the superintendent or his designee to represent the school system at training, workshops and conferences will be allowed salary and expenses in conformance with regulations on expense reimbursement. Requests that involve unusual expenses or overnight travel must also be approved by the board.

The superintendent or his designee with input from the principal shall have sole discretion to allow or disallow certificated employees to attend or participate in the requested event. When making this determination, the superintendent will consider the

value of the program for the certificated employee and the school district, alignment with the school improvement process, the effect of the certificated employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent or his designee.
The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.
Cross Reference:
402.08 Employee Travel Compensation
402.11 Credit Cards

Motion to approve staff member's request for an overnight trip. Passed with a motion by Richard Brabec and a second by Brian Vavricek.
Mynor Hernandez: Absent, Virginia Semerad: Absent, Richard Brabec: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 0, Absent: 2

IV.A.2. Consider, discuss and take all necessary action with regard to adopting Board of Education policies required to implement the Construction Manager at Risk construction delivery method under state law.

The attached policy is in response to changes in reference to state statutes and statutory changes to the construction delivery method of Construction Manager at Risk. This adoption has an emergency clause so that the new board policy is immediately in force. See attached policy, rationale and motion.

Motion to approve and adopt board policy 1006.3 and waive second reading. Passed with a motion by Brian Vavricek and a second by Richard Brabec.
Mynor Hernandez: Absent, Virginia Semerad: Absent, Richard Brabec: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 0, Absent: 2

IV.B. Building, Grounds, and Transportation

This committee is responsible for recommending approval of building/grounds and transportation programs, vehicle replacement schedule, building and maintenance and upgrade schedule.

IV.B.1. Consider, discuss, and take all necessary action with regard to approve an architect agreement for design and construction administration of the proposed additions and renovations to the existing Schuyler Central High School building.

The building committee of the board and the superintendent reviewed applications and selected four (4) finalist architect firms to interview. Following the interviews, the superintendent is recommending the board selected Clark Enersen Partners, Inc. as the project architect.

Attached is the legal motion and contract under consideration. I broke the contract into two sections. The first section is labeled additions and deletions. This section reflects the negotiations that took place in finalizing the contract. The second section is labeled "AIA" Standard

Form Agreement. While both sections are necessary it may be confusing when presented as one document.

See attached motion and contract under consideration.

Motion to accept the building committee's recommendation and approve the architect agreement with Clark Enersen Partners, Inc. as presented. Passed with a motion by Richard Brabec and a second by Chuck Misek.
Mynor Hernandez: Absent, Virginia Semerad: Absent, Richard Brabec: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 0, Absent: 2

IV.B.2. Consider, discuss, and take all necessary action with regard to selecting the Construction Management at Risk construction delivery method for the proposed additions and renovations to the existing Schuyler Central High School building.
Attached is the legal rationale and motion needed to select Construction Manager at Risk as a delivery method for construction. See Attached Document
Motion to select Construction Manager at Risk Construction Delivery Method as presented Passed with a motion by Brian Vavricek and a second by Richard Brabec.
Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

IV.B.3. Consider, discuss, and take all necessary action with regard to appointing a CM@R Selection Committee as required by state law.
The board of education must appoint a selection committee to evaluate proposals received from firms in response to the request for proposals for the position of Construction Manager at Risk. This selection must be done in an open meeting, so may include all board members wanting to be involved. This committee must have a minimum of 5 members. This motion requires a **super majority** of the board (minimum of 4 votes) See suggested list below:

1. **Board Members**: _____ _____ _____ _____ _____
2. **Superintendent:** Dr. Dan Hoesing
3. **Architect:** Mr. Tim Ripp or representative
4. **Contractor/Construction:** Don Glodowski
5. **Resident of District:** Richard Seckman

Motion to accept the proposed committee to interview and select the position of construction manager at risk as presented. Passed with a motion by Mynor Hernandez and a second by Chuck Misek.
Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

IV.B.4. Consider, discuss, and take all necessary action with regard to determining the percentage weight to be given to CM@R selection criteria.

This item requires the board of education to approve the selection criteria and weight given to each criteria. See recommendation provided in the attachment below.

Motion to approve weight to be given to CM@R Selection Committee Selection Criteria as presented. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea

Yea: 5, Nay: 0, Absent: 1

IV.C. Budget, finance, negotiations, and personnel

This committee is responsible for budget, finance, and contract negotiations with administration, certificated staff, and support staff.

IV.C.1. Consider, discuss, and take action to accept staff resignations.

Lourdes Pena`: SMS Para-Educator
Jill Hoesing: 1st Semester FCS Teacher: Replaced by Rachel Folda
Liz Mallory: Head Start Teacher (Retirement)

Motion to accept Lourdes Pena`, Jill Hoesing, and Liz Mallory's resignations and thank them for their service to the district. Passed with a motion by Brian Vavricek and a second by Mynor Hernandez.

Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea

Yea: 5, Nay: 0, Absent: 1

IV.C.2. Consider, discuss, and take action to accept board member resignation.

Holly Hild has submitted her resignation to the board of education effective December 31, 2018.

Motion to accept Holly Hild's resignation from the board of education and thank her for her service to the district. Passed with a motion by Mynor Hernandez and a second by Brian Vavricek.

Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea

Yea: 5, Nay: 0, Absent: 1

IV.C.3. Consider, discuss, and take action to approve new hire recommendation.

Aimee Sigler: Rural School specials teacher (replacing Kelly McClintic)

Motion to approve new hire recommendations. Passed with a motion by Mynor Hernandez and a second by Brian Vavricek.

Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez:

Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

V. Discussion Items and Reports

V.A. Review and discuss Priority Schools Report

See attached report.

V.B. Review and discuss 2018 superintendent's evaluation

Board members completed the annual superintendent evaluation following the regular November board meeting. The results of the evaluation have been compiled and are generally shared at the December board meeting. The board budget and finance committee will meet before the January board meeting to set expectations and review 2019 contract recommendations.

V.C. Principals Reports

Preschool and 3-5 Principal's Report: Mr. Comley
Staff/Program Spotlight: Mrs. Kris Svehla is everything that SCS wants in a teacher. She does a great job with students, she puts countless hours into preparation and it shows. Mrs. Svehla has been asked at times to take on different roles that will benefit the students and she is always willing to help. Its for all the reasons above and many more that Mrs. Svehla is my spotlight this week.

K-2 Principal's Report: Mr. Kovar
Staff/Program Spotlight: I would like to highlight the work being done by Alicia Keairnes, 2nd grade teacher at Schuyler Elementary. Mrs. Keairnes is entering her 2nd year of teaching at Schuyler. She is a member of the School improvement team, and also coaches high school track.

Mrs. Keairnes goes above and beyond for her students. She is a very caring person who works to give all kids in her class a great opportunity to be successful. She puts in a great deal of time to try new things in her classroom, and embraces new thoughts and ideas that the school is focusing on. She is using learning targets and scales to help her students be successful, and focus on where they are in the own learning journey. We are very lucky to have her and her family in our district.

Dual Language, Fisher's, & Richland Principal: Ms. Bebout
Staff/Program Spotlight: Jenny Hamernik 4th & 5th grade students at Fisher's have guest speakers they have invited to come into the classroom. They have had military, taxidermy, veterinarians, pilots, bankers, bakers, musicians, magicians, museum people, construction workers, medical professionals, Husker Football players, Cargil workers, QC, farmers and machinery (baler), Tri-county and drones to view fields, to grandma's sewing, baking and crafts!!! This is a wonderful opportunity for EACH student to show off someone! This month a helicopter landed at Richland and all the students of both schools were able to enjoy the experience.

Jenny Hamernik is the 4th & 5th grade teacher at Fisher's school. She grew up in Stanton. She attended Doane University for her teaching degree. She is married to Mike and has two children; her son Corbin who is 29 and her daughter Abbey who is 23 and is teaching at SES! Jenny has taught in the Schuyler School District for 29 years and we are lucky to have her!
Upcoming Events:
Fisher's & Richland: December 18th - Christmas Program 2:00 p.m. and 7:00 p.m.

SMS Assistant Principal's Report: Mr. Zavadil
Program Spotlight: This month I want to recognize the work our leadership team has done with implementing and working through the logistics of teaching our staff about the new STAR 360 formative assessment and intervention system. The team has put in a lot of time and effort to get the system off the ground and running
Staff Member Spotlight: A staff member that I would like to recognize this month is Mrs.

Beebe. Her focus on detail and ability to build relationship with her students is easy to notice in our building. She has been and continues to be one of the most conscientious and reflective teachers that I work with. Students enjoy working in her classroom as she teaches financial literacy, and computer literacy. She fosters a very efficient and warm environment and is doing a good job as the Middle School's specials team leader.

Middle School Principal's Report: Mrs. Burton
Program Spotlight: This month, I would like to highlight our SMS Special Education Department. The department is made up of strong, veteran teachers that have a strong commitment to our students, our district, and our community. They are true Warriors! You can find them in working together and training our paraprofessional staff to be highly trained, as well as supporting students and parents to address the needs of the whole child. Our building is better, because of Lori Benesch, Pat Knutson, and Brenda Klein!
Notable Events: Mr. Zavadil and I also had the opportunity to present to administrators across the state at the Nebraska State Principal's Conference this past week. We enjoyed telling the Schuyler Middle School story, and sharing the good news of the life of being a Schuyler Warrior!
Upcoming Events:
Monday, December 10th 6th Grade Holiday Concert at 6:30 p.m.
Monday, December 17th 7th/8th Holiday Concert at 6:30 p.m.

High School Assistant Principal's Report: Mr. Kasik
Program/Staff Member Spotlight: Mandy Yosten is in her 8th year here at Schuyler High School. She taught one year at Cross County before joining us here. She is a 2006 Clarkson graduate and is our School improvement chair-person and our National Honor Society sponsor. She is married to Brandon Yosten and they have a son Caiden and a new daughter Avery. Brandon farms and owns B&B Welding and Repair. Mrs. Yosten is a great teacher, she is very organized and holds kids to high expectations. She says she loves Schuyler because everyone is so kind and welcoming, it doesn't matter who the other person is, a smile and kind eyes translate to any language.
Notable Topics: We recently hosted a NDE visit for our first reVISION meeting. We will follow this up with a Thought-exchange survey to gather input from our community and parents. We continue to visit classrooms and provide teachers with observation feedback for their classes, (Over 170 classroom observations at this time). We also are working on other parts of our priority plan and collecting artifacts as documentation.

High School Principal's Report: Mr. Grammer
Program Spotlight: Our high school has for the past few years has worked hard to have a solid, strong, viable Family Consumer Science program at the high school. Our FCS teacher found a job in early February in Omaha and that left us with an opening early in the year. We tried to fill the position although the summer but, could not find a FCS teacher and we were lucky to find a teacher in house to fill that position. In years past we struggled to fill up the classes in our FCS schedule. This year we have had to turn students away because the classes were filled. The classes are varied and popular classes that are hands on. The teacher has done a great job of growing this program and it has become a successful program.
Staff Member Spotlight: The staff member to be recognized for their work in the high school this month is Mr. Jared Severson. Mr. Severson has been a Business/Teacher, Dual Credit Instructor, and a registrar in our district for the past ten years and specifically at the high school. He now is our FCS teacher and still teaches some of dual credit courses. He received his Bachelor's degree from Peru State College, in Business Management and his Master's degree in Counseling from Wayne State College. Mr. Severson has taken on the Family Consumer Science program, as mentioned above, with energy and enthusiasm. He has helped to grow this program and bring fun to the FCS classrooms in SCHS
Notable Topics: On Monday, November 12th in the west gym we had the Veterans Day program. The local veterans group posted the flags and retired the colors at the end of the program. The SCHS Band/Vocal played patriotic songs and the speaker for the program was Corporal Garcia of the Nebraska National Guard. Our students were respectful to all performers and was a great program planned by Mr. Paesl and Mr. Friesen of our Social Studies department.

V.D. Directors Reports

K-6 Youth Sports Director's Report: Mr. Kovar
Staff Member Spotlight: This month I would like to highlight Andy Yost. Andy is one of our youth volunteer coaches. Andy has coached 3rd and 4th grade tackle and flag football, and also coaches youth basketball. Andy has a great passion for sports, and trying to help improve youth sports in Schuyler. He goes above and beyond to help, and has put countless hours in volunteering. He is always willing to help, and always willing to lend a hand. He is a great example of a parent volunteer in our community, and we are lucky to have him. Thank you for all you do!

Warrior Academy After-School Program Director's Report: Ms. Bebout
Program/Staff Member Spotlight: Jared Severson has run clubs for the after-school program since it began 5 years ago. He is a great addition to our staff and the students at the middle school love to attend his clubs. Ms. Severson's clubs usually have the theme of teamwork, teaching responsibility, and problem solving. His most popular club is called Duct Tape Club. This semester he has been teaching an entrepreneurship club. The middle school students came up with a business idea, they received a $50 loan, bought supplies, and made a product. They are in the process of selling their products. When they are done selling they will pay back the loan and will be able to keep their profits. What an amazing life lesson this has been for our middle school ASP students.

Jared Severson is the Business and FCS teacher at the high school. He was born in Nebraska, raised in Kentucky, and came back to Nebraska after high school. He got his teaching certificate from the University of Nebraska-Kearney and a M.Ed. PK-12 School Counseling degree from Wayne State College. He also has 3 others degrees/certificate from other schools. He is the proud son of Donna Severson. Mr. Severson has worked in our district for 10 years! I would like to thank him for his hard work and dedication in our district.

Schuyler Middle School Activities Director's Report: Mr. Zavadil
Middle School Girls basketball has been going well. We are now in our final week with one last game against Clarkson tomorrow. Our teams have gotten more wins this year than last year with the 8th grade B team having won 4 games already this year.
Staff Member/Program Spotlight: I would like to recognize the work that our wrestling coaches have put in, they have over 60 athletes competing each week and organizing and giving those students the opportunity to get better and compete is no small task. Mr. Gutierrez has been working very hard with the program in particular. He has been a true team player for us at the middle school and is willing to do everything that you ask of him.

High School Activities Director's Report: Mr. Kasik
Program/Staff Member Spotlight: Jeremy Hlavac is in his 9th year as a teacher and 11th year as a coach here at Schuyler. He taught one year at O'Neil. He is an Assistant FB and Head Wrestling Coach. He graduated from East Butler High School and Midland College where he played FB. He is married to Danielle who is a 3rd grade teacher in Bellwood and a VB coach for David City. Coach Hlavac makes great connections with kids, his programs always have a lot of participants and are successful. He says that he loves Schuyler because this place is challenging yet rewarding. I feel like I make a difference here and kids see me as a role model, father figure, coach, teacher and friend.
Notable Topics: Our girls BB team opened the season with a win over Madison and our Wrestlers are currently 5-1, with a second place finish at the York Invite behind class "A" highly rated Burke. Our Play Production had a successful year closing their season at districts held at LSE. We have also had over 5000 hits on the YouTube video "Competition and Kindness can co-exist" that was shot at Schuyler High School. We are geared up and excited for winter sports and speech season!

Student Services Director's Report: Mr. Lefdal
Program/Staff Member Spotlight: I would like to spotlight Mr. Hlavac and the 60+ students in his wrestling program. Mr. Hlavac's ability to engage kids and teach them more than just a sport, but the life skill of working together, team, and believing in themselves is nothing more than remarkable. He is a wonderful asset to the Schuyler team.
Notable Topics: The PBL team has been doing an amazing job of programming for our students. Their ideas are exciting and will help create a "family" type of environment in our school.
Looking ahead: I am excited to see the process for our community meetings and strategic

planning. The school board along with the guidance of Dr. Hoesing have done a phenomenal job so far!

Special Education Director's Report: Mrs. Vrba

Program Spotlight: I would like to share the fact that Stacey Martin, renowned national Intensive Verbal Behavior specialist, spent a morning with our special education students and teachers who are implementing the program. Stacey works through the Summit Behavioral Health Association in Kansas City and will be presenting at the National Autism Conference in early spring of 2019.

Staff Member Spotlight: At the beginning of the 2018 school year, Elyse Muhle (Belina) was busy building safe environments for our medically fragile students. (Yes, I said, "environments".) Along with their regular classroom, Elyse's kids have a special room that is filled with stations for instruction that are appropriate for each child's learning style and a sensory room that immensely helps her kids. (Sensory rooms are designed to "both calm and stimulate the senses" in children with special needs. Many experts would say that sensory rooms have three main purposes: to provide relaxation and enjoyment by eliminating distraction, and to increase creative sensory input.)

Along with coaching volleyball and becoming Mrs. Belina this fall, Elyse is our first teacher who with the expertise of Bernice and Amy that has totally implemented the Intensive Verbal Behavior Program. The growth of our students' communication skills is absolutely astonishing...truly, watching Elyse working with her kids will leave you speechless and a little teary-eyed!!

Elyse's most valued attributes are: her positive outlook on aspects of her position, her dedication to her kids, her unending work ethic and being a relentless advocate for her kids! I really cherish the moments when she celebrates with her students. Her kids might have only made tiny steps toward reaching their goals each day but she makes them feel as special as the shining star on top of your beloved family's Christmas tree!!

Curriculum and Assessment Director's Report: Dr. Gibbons

Spotlight - We could not do everything that needs to be done without teams of teachers and administrators that work hard to ensure the extra things are taken care of. My spotlight this month is on our District Steering Committee, including Meghan Reinert, Darin Kovar, Guillermo Gutierrez, Michelle Burton, Mandy Yosten, Seth Paesl, Stephen Grammer, Catherine Luce, Kristi Benck and Heather Bebout. This team is responsible for our AdvancED Accreditation activities and they work with me to make decisions on assessments, instruction and all school improvement processes.

2017 - 2018 State Assessments - We did finally receive the data from statewide assessments recently. We are building data displays and will be engaging the staff in data discussion protocols during their Collaboration times. According to state department website, the information will be made public December 21, 2018. Past results for the state assessments for every school in the state can be viewed at http://nep.education.ne.gov/

Schuyler Assessment System - Schuyler Community Schools has made the purchase of the Renaissance suite of assessments. This assessment suite will help us better monitor and track the progress of all of our students to ensure that they are learning what we expect them to learn.

Professional Development -

5. The APL Workshops that were scheduled for December 4th and 5th were postponed to December 12th and 13th.
6. On November 2, middle school science teachers attended the ESU 7 workshop ESU 7 Lesson Design with the New Science standards 6-12.
7. Math Techbook Coaching during the month of November have been postponed due to various reasons. The next one is scheduled for Monday, December 10.
8. Discovery Education's Dacia Jones was on campus for PD and coaching with our Project Based Learning team November 26 - 30.
9. A group of teachers from across the district attended a webinar to learn to administer the STAR 360 Assessments.

V.E. Superintendent's Report

Program/Staff Member Spotlight: Jeff Droge and Technology Department (Jeff Duranski, Dan Rinkol, Kady Arps, Kim Powell) have done an great job with technology in the

district. Every summer they upgrade present hardware and software programs and install new systems on all new devices. The tech team is also responsible for upgrades to the networks within and between buildings to accommodate the increasing online demand. Each building also has a part-time technology assistant (Janelle Rocha, Vanessa Stanek, Yelitza Cuevas) to manage signs, flat screen TV's, and communication systems in each building. This spring, they will also support our internal and external Thoughtexchange programs in support of our strategic planning process.

1. **NASB State Convention:** Thank you to the board members who attended the NASB State Convention.
2. **Bond Election Restrictions:** I attached information from our legal counsel as a guideline for school districts considering bond referendums. See attached information.
3. **Holiday Season:** Thanks for all your work and support as board members throughout the year. Wishing you and your families a Merry Christmas and a Prosperous and Happy New Year.

V.F. Board Member/Committee Reports

1. **Foundation:** Agenda, minutes, treasurer's report, etc... can be found on the Foundation Webpage.

VI. Correspondence Items

VII. Adjournment

Motion to adjourn Passed with a motion by Richard Brabec and a second by Holly Hild.

Virginia Semerad: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Brian Vavricek: Yea

Yea: 5, Nay: 0, Absent: 1

Schuyler Community Schools
Board of Education Regular Meeting
Monday, December 10, 2018 6:30 PM
Schuyler Central High School Music Room
401 Adam St.
Schuyler, NE 68661

I. Call Meeting to Order

I.A. Pledge of Allegiance

I.B. Declaration of Open Meeting

II. Approval of Consent Agenda

II.A. Agenda

II.B. Minutes

II.C. Acceptance of Claims

II.C.1. Bills of $5,000 or more

II.D. Financial

II.E. Other Listed Reports

III. Public Forum - We ask that all presentation be limited in their length.

III.A. Recognition of visitors and guests

III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)

III.C. Student Representative's Report

IV. Action Items

IV.A. Board Policy, Handbooks, and Support Programs

IV.A.1. Consider, discuss, and take action to approve a teacher's request for an overnight trip.

IV.A.2. Consider, discuss and take all necessary action with regard to adopting Board of Education policies required to implement the Construction Manager at Risk construction delivery method under state law.

IV.B. Building, Grounds, and Transportation

IV.B.1. Consider, discuss, and take all necessary action with regard to approve an architect agreement for design and construction administration of the proposed additions and renovations to the existing Schuyler Central High School building.

IV.B.2. Consider, discuss, and take all necessary action with regard to selecting the Construction Management at Risk construction delivery method for the proposed additions and renovations to the existing Schuyler Central High School building.

IV.B.3. Consider, discuss, and take all necessary action with regard to appointing a CM@R Selection Committee as required by state law.

IV.B.4. Consider, discuss, and take all necessary action with regard to determining the percentage weight to be given to CM@R selection criteria.

IV.C. Budget, finance, negotiations, and personnel

IV.C.1. Consider, discuss, and take action to accept staff resignations.

IV.C.2. Consider, discuss, and take action to accept board member resignation.

IV.C.3. Consider, discuss, and take action to approve new hire recommendation.

V. Discussion Items and Reports

V.A. Review and discuss Priority Schools Report

V.B. Review and discuss 2018 superintendent's evaluation

V.C. Principals Reports

V.D. Directors Reports

V.E. Superintendent's Report

V.F. Board Member/Committee Reports

VI. Correspondence Items

VII. Adjournment

VIII. SMS Principal's Office

Prepared by: Sally Jakub, Secretary to the Board

Board of Education Regular Meeting Monday, November 12, 2018 6:30 PM Central Schuyler Central High School Music Room, 401 Adam St., Schuyler, NE 68661

President Brabec called meeting to order at 6:34 PM. All present participated in the Pledge of Allegiance. President Brabec read the District Mission Statement and declared the meeting was preceded by advance notice and was in open session.

Motion to approve the consent agenda Passed with a motion by Holly Hild and a second by Virginia Semerad.

Crystal Carrillo was introduced as the Student Representative for SCHS. She reported that the Student council and NHS plan on teaming up with the preschool to honor Mrs. Healy in the future. The Tug of War was well received by the students. Juniors are starting to plan for prom. Project S food drive competition will be coming up over the holidays. There will be Dodge Ball Tourney Nov 16, 2018 at 6:30 to raise money for Make A Wish.

Budget, finance, negotiations, and personnel:
Motion to accept the 2017-18 District Audit and Annual Financial Reports as filed. Passed with a motion by Richard Brabec and a second by Chuck Misek.

Motion to approve the 2019-20 Certificated Staff Master Contract as presented. Passed with a motion by Mynor Hernandez and a second by Chuck Misek.

Motion to approve the 2018-19 Teacher Incentive proposal as presented. Passed with a motion by Richard Brabec and a second by Virginia Semerad. The incentive will increase from $150 per credit hour to $200 per credit hour.

Motion to approve new hire recommendations. Passed with a motion by Holly Hild and a second by Mynor Hernandez. Rachel Folda: SMS Family and consumer Science teacher for 2nd semester. Deborah Zuelow: Head Start Teacher (starting Nov 26th)

SCHS Priority Schools Report- The principals and staff are continuing to work with the state on the progress plan that has been set up.

Strategic Planning – The staff will review the 2018 Strategic Plan on November 21st and begin the process of identifying the focus areas and priorities for our 2019 plan. We will be using Thoughexchange as a tool to engage out staff, parent, and community leaders in the process.

Principals and Directors all shared one high light from their reports.

Superintendent's Report- Dr. Hoesing updated the board on the water problem at Fishers We contracted with JEO to do the required engineering on our new well at Fisher's 24. At this point, we do have a variance from the State and approval to dig the well in the northwest corner of the property, but do not have approved engineering specifications for the project at this time. We also put out a RFP to Well Companies to bid the digging of a new well and connection to facilities inside the building.

Dr. Hoesing and many of the board members will be attending the NASB State Education Conference Nov 14-16.

Motion to adjourn at 7:42. Passed with a motion by Virginia Semerad and a second by Mynor Hernandez.

You can watch the board meeting at:
https://zoom.us/recording/share/4pTLsFYYVCSwgQCaNnBtgc1K6MOwaFBOsh8NFYGDa6ywIumekTziMw

Respectfully submitted,
Sally Jakub
Recording Secretary

Schuyler Community Schools
Board of Education Regular Meeting
Monday, November 12, 2018 6:30 PM
Schuyler Central High School Music Room
401 Adam St.
Schuyler, NE 68661

Attendance Taken at 6:34 PM.

Brian Vavricek:	Absent
Richard Brabec:	Present
Mynor Hernandez:	Present
Holly Hild:	Present
Chuck Misek:	Present
Virginia Semerad:	Present

Present: 5, Absent: 1.

I. Call Meeting to Order
Procedural Item
STRIVE - COMMIT - SUCCEED - District Mission Statement

Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

I.A. Pledge of Allegiance
Procedural Item
Rich Brabec

I.B. Declaration of Open Meeting
Procedural Item
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the back of the meeting room.
Nebraska Open Meetings Act: http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

II. Approval of Consent Agenda
Consent Agenda

Discuss, Consider and Take Action on the consent agenda

Motion to approve the consent agenda Passed with a motion by Holly Hild and a second by Virginia Semerad.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

II.A. Agenda
Consent Item

II.B. Minutes
Consent Item

II.C. Acceptance of Claims
Consent Item

II.C.1. Bills of $5,000 or more
Consent Item

II.D. Financial
Consent Item

II.E. Other Listed Reports
Consent Item

III. Public Forum - We ask that all presentation be limited in their length.
Information Item

III.A. Recognition of visitors and guests
Information Item
Rich Brabec

III.B. Other topics (limited to 5 minutes - subject to guidelines of the Board Participation Policy)
Information Item

III.C. Student Representative's Report
Information Item

1. Introduction - Crystal Carrillo

2. Student Council and NHS plan on teaming up with the preschool to honor Mrs. Healy in the future. Thinking of a bigger project such as a bench, tree, or something the preschool staff would suggest.
3. Tug of War received well by student body.
4. Junior class is planning prom and fundraising.
5. Project S food drive competition coming up over the holidays.
6. Student Council Dodgeball Tournament to raise money for Make-A-Wish is coming up on Friday, November 16 at 6:30pm.

IV. Action Items
Procedural Item

IV.A. Budget, finance, negotiations, and personnel
Procedural Item
Chuck Misek, Rich Brabec, Brian Vavricek
This committee is responsible for budget, finance, and contract negotiations with administration, certificated staff, and support staff.

IV.A.1. Consider, discuss, and take action to approve the 2017-2018 District Audit and Annual Financial Reports.
Action Item

The finance committee met with Pekny and Associates to discuss the 2017-18 AFR and Audit Report. In the past, Pekny's attended the meeting and went through the documents at that time. Again, this year members of the finance committee met at Pekny and Associates to review both documents.

If other members of the board would like to have a more formal review, we will arrange a time to meet and review this information. The two reports were reviewed and submitted by November 1st and 5th as required by law.

The board should go on record as accepting the reports as filed. See the attached electronic copy of the AFR, the audit report, and the ADA/ADM agreed upon procedures.

Motion to accept the 2017-18 District Audit and Annual Financial Reports as filed.
Passed with a motion by Richard Brabec and a second by Chuck Misek.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

IV.A.2. Consider, discuss, and take action to approve the 2019-20 certificated staff Master Agreement.
Action Item

The board negotiations committee met on October 22nd to begin the negotiations process on the 2019-20 Certificated Staff Master Contract. The Educators Healthcare Alliance released premium rates which reflected a 4.9% increase.

The SEA and board negotiations team met a second time on Monday, November 5th

and reached a tentative agreement. The 2019-20 Master agreement was approved by the SEA. The 2019-20 Certificated Staff Master Agreement and meeting minutes are attached below.

Motion to approve the 2019-20 Certificated Staff Master Contract as presented. Passed with a motion by Mynor Hernandez and a second by Chuck Misek.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

IV.A.3. Consider, discuss, and take action to approve the 2018-19 teacher incentive program.
Action Item

The board of education and the teacher's negotiations team have reached a tentative settlement on the 2019-20 Master Agreement. Included as an addendum is the 2018-19 teacher incentive program.

The incentive plan is not a negotiable item, but since it does impact teacher pay, it is mutually supported document. The board of education and teachers' association either agree to the provisions, or agree to discontinue the program.

Attached is the updated proposal. The only changes for the 2018-19 school year is to increase tuition reimbursement from $150 per credit hour to $200 per credit hour.

See attached proposal.

Motion to approve the 2018-19 Teacher Incentive proposal as presented. Passed with a motion by Richard Brabec and a second by Virginia Semerad.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

IV.A.4. Consider, discuss, and take action to approve new hire recommendations.
Action Item

Rachel Folda: SMS Family and Consumer Science Teacher (2nd Semester)
Deborah Zuelow: Head Start Teacher (Nov 26th Start Date)

Motion to approve new hire recommendations. Passed with a motion by Holly Hild and a second by Mynor Hernandez.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

V. Discussion Items and Reports
Procedural Item

V.A. SCHS Priority Schools Report
Action Item

See attached information.

V.B. Review 2018 Strategic Planning Report
Action Item
Attached is the **2018 Strategic Planning Report**. Staff will review this document on November 21st and begin the process of identifying focus areas and priorities for our 2019 plan. See attachment below.

We will be using Thoughexchange this year as a tool to engage our staff, parents, and community leaders in this process. The link provided below is a one-minute overview that highlights the process. See link provided below.

https://youtu.be/aQRUmjHQ6x8

V.C. Principals Reports
Information Item

Preschool and SES 3-5 Principal's Report: Mr. Comley
Program/teacher Spotlight: This month I would like to spotlight Rachel Wood. Ms. Wood teaches 3rd grade at SES, but that is just the start of what she does. Ms. Wood again and again has worked with admin to bridge communication and trainings with staff. She is always willing to do what it takes to make things better for our children. Ms. Wood has again and again shown not only myself, but parents, administrators, and students why she continues to be one of the best at SES.
Notable Topics:
1. November 2nd Dr. Gibbons held a training for Star 360
2. Parent teacher conferences were very well attended at SES and Preschool
3. Teacher Observations continue and I am seeing some really great things**.**

SES Grades K-2 Principal's Report: Mr. Kovar
I would like to spotlight Karrie Healy preschool teacher. Mrs. Healy was the head teacher at the preschool, and the leader of that building. She has touched the lives of thousand of students here in Schuyler, and has had a lasting effect on their lives. She was so warm and welcoming to everyone, that students and adults alike were drawn to her kind spirit. Mrs. Healy was an outstanding teacher and person, and I would like us all to remember how lucky we were to have her as a part of the Schuyler Community Schools family.

Dual Language/Fisher's/Richland Principal's Report: Ms. Bebout
Staff/Program Spotlight: This year is the first year of the Dual Language Program in Schuyler. With just finishing the 1st quarter I would like to highlight the program and the hard work my two teachers are putting into making this a successful program. Both teachers teach Kindergarten and 1st grade half of the day. Students learn content in both languages each day. Guadalupe Ramirez teaches content in Spanish and Rhonda Sellentin teaches content in English. Ms. Ramirez has spent many hours creating and searching for items to use in Spanish and Ms. Sellentin has been an amazing mentor to Ms. Ramirez. It is exciting see these students learning ALL content in two languages. Each week the teachers do an activity to teach about different cultures. We have students with the home language of Spanish, English and Somali. What an advantage these students will have as they go through school and life.

Rhonda Sellentin was born in Fremont and moved to West Point when she was 12 years old. She attended Wayne State College for her bachelors, UNO for her ELL endorsement and Doane College for her Masters and Early Childhood Education endorsement. She is married to Russ Sellentin and has three children; Amber Lingle, Tiffany Sellentin, and Brett Sellentin. Her first job was at a country school for one year by Wisner (in Cuming County), one year as 1/2 day Kindergarten teacher at Wisner Public School, two years as a 1st Grade Teacher at Howells Community Catholic Schools, and finally 21 years in Schuyler!

Guadalupe Ramirez grew up in Schuyler. She obtained her Associates of Arts degree at Central Community College-Columbus and graduated from Wayne State College in December 2017 with her Bachelor's degree. Her parents are Noelia Encarnacion and Victor Ramirez. She has two sisters Lizbeth Ramirez and Jacqueline Ramirez. She subbed for the district from December-May last year and is a first year teacher this year!
Upcoming Events: Fisher's & Richland: December 13th - Christmas Program 2:00 p.m. and 7:00 p.m.

SMS Assistant Principal's Report: Mr. Zavadil
Program Spotlight: SMS Student council that attends every home athletic event in the middle school building. This group works very well raising money for school activities through the concessions stand as well as working well to promote student leadership.
Staff Member Spotlight: Mrs. Ladwig is in her first year in Schuyler as an 8th grade English Language Arts program and has worked very hard to ensure a very quality education program for our students. She collaborates well with Mrs. Rocheford in the department and has already stepped up into a leadership role within the English department at SMS.

SMS Principal's Report: Mrs. Burton
Program/Staff Spotlight: 8th Grade Level Team!
This team is made up of Bobbie Rocheford, Bill Policky, Jenna Saalfeld, Samantha Ladwig, and Jennifer Hanna. This group is led by Mrs. Rocheford and has demonstrated extremely high functioning behaviors. Their cross curricular learning activities, positive student-centered conversations, and focus on personal and group professional learning strategies creates a positive launching board for students to leave 8th grade before they move on to SCHS. I am thankful to have them on our staff at SMS!
Notable Topics: SMS is busy with activity as we seek to strengthen the following areas of our practice:
1. State test scores have been unpacked with our curriculum teams. With the scores being delivered so late, our grade and building level learning goals for the year will be sent out in the December Board of Education Report and shared with our parents via the SCS App and email.
2. Unpacking our lessons to ensure the highest level of cognitive growth continues to be a major focus in learning. Mr. Zavadil and I are performing formal and informal observations focusing on the essential question to all teacher, "How does the teacher know that the students know the content at the expected levels?"
3. Targeting intervention groups to bring students up to grade level on prioritized learning content.
4. The use of the new ELLEVATION program for our ELL students. Our ELL teachers have done a terrific job preparing and training our teachers for the implementation of the program.

SCHS Assistant Principal's Report: Mr. Kasik
Program/Staff Member Spotlight: Our music program is led by Mr. Ben Coatney. Mr. Coatney is in his 2nd year here at Schuyler Community Schools. He attended High School in Lincoln and received his teaching degree from UNL while participating in the UNL Band. Mr. Coatney continues to build our program along with Morgan Semerad and Troy Ehmke. The best part about being in Schuyler getting to work with our students who enjoy the arts, work hard and are very humble.
Notable Topics: Mr. Grammer and I have made over 100 visits to classrooms this fall and continue to coach our teachers. We just completed hosting the Nebraska Supreme Court and it was a huge success. Our next large event will be hosting the NDE for our first reVISION meeting on November 15th.

SCHS Principal's Report: Mr. Grammer
Program Spotlight: Our high school has for the past two years have been planning and preparing to implement a new program at the high school. The new program, which we started this year is 'WARRIOR NEWS', Schuyler Central High School On-line Newspaper. In the newspaper class, students develop multimedia skills in relation to digitally producing a Newspaper. Mrs. Robbi McKenney is the teacher for the new Digital Newspaper class at Schuyler Central High School. The purpose of developing this program was to report on school/local news and trying to increase communication with our students' families and the community. The newspaper can be found on WarriorNews.Org our website. We can also canbe liked on Facebook at Schuyler Warrior News and followed on Twitter @SWarriorNews. This is the first year we are running the class at the high school and has had success so far this year.
Staff Spotlight: The staff member to be recognized for their work in the high school this year is Mrs. Robbi McKenny. Mrs. McKenny has been a Business Teacher in our district for the past three years and specifically, in education, for the past seven years. She has taken on the challenge of starting a newspaper class and producing a newspaper at the high school. Mrs. McKenny has taken on the responsibility of producing a digital newspaper, as mentioned above, with energy and enthusiasm. The students in this class produce the newspaper and then it is loaded on our website. She has helped to grow this program and bring fun to the classroom of SCHS. Students are lucky to have her as a teacher and staff are lucky to have her as a colleague.
Event Spotlights: I would like to highlight a couple events that have taken place in the last couple of months a SCHS. First, is the 'NDE School Improvement Grant (SIG) fall visit at SCHS. The SIG grant is what is used to fund our work with Discovery Education. The meeting went well and the NDE team was happy with our progress and that we are progressing in the right direction.

The Hispanic-Latino Summit was on October 30th in Columbus at CCC's campus. We sent 20 students. Last year, we had three students receive scholarships at this event and this year we had one student receive a scholarship. I want to thank our staff sponsors (Mrs. Zavadil, Ms. Beltran, and Dr. Lefdal) for taking our

students for a great experience.

We are continuing our work with the state priority team, UNL EL team, DE, and PBL through DE.

On Friday, November 2nd we were honored to host the Nebraska Supreme Court at SCHS. The court heard two oral arguments and then they had a time for question and answer for students and patrons. It was a great opportunity for our students to have a real life experience about our judicial system. It was a great event for school.

V.D. Directors Reports
Information Item

Youth Activities Director's Report: Mr. Kovar
Staff/Program Spotlight: I would like to highlight 2 parents who volunteered as coaches for the Youth Volleyball season. Bill Petersen, father of Lexi Petersen, 3rd grade, and Susana Oliva, mother of Eileen Barahona, 4th grade. Thank you for putting in the time and effort to help our girls improve their skills and knowledge of the game of volleyball.
Notable Topic: Flag football has started for 3rd - 6th grade. Basketball will be starting after Winter break. We are going to add a introduction to football night for 2nd graders this year to introduce them to vocabulary and rules of football.

SMS Activities Director's Report: Mr. Zavadil
Staff/Program Spotlight: I would like to recognize the work that Mrs. Hoppe is doing as our new SMS Girls volleyball coach. She is working very hard to help build skills in the offseason and get our girls information about camps and clinics. She has brought a definite spark to middle school volleyball and is working really well with Mrs. Saalfeld at the High School.
Notable Topics: Middle School started practice for our two 2nd quarter sports, Girls Basketball and Wrestling on October 22nd. We have been competing for the past week with our wrestling team earning a 2nd place finish at the Wayne Invite. Our own SMS Wrestling Invite will take place on 12/1/18 and we are really looking forward to it.

SCHS Activities Director's Report: Mr. Kasik
Program/Staff Member Spotlight: Our Girls Cross Country program is led by Lauren Burkey. Ms. Burkey is in her 4th year at Schuyler, second year as our Girls Head Coach . She grew up in Fort Calhoun and attended Midland University where she ran Cross Country. She has been developing our Girls CC program by increasing the size of our squad. They also won a runner-up team plaque at the Raymond Central Invite this year, along with Edith Oliden qualifying for state, these are things that have not happened in a long time with our girls program. The best part about being in Schuyler is seeing our students from all over, come together and work together.
Notable Topics: Our boys FB team finished their season winning two of their last three JV games as well as the last Varsity game over South Sioux City 35-20. Our girls VB just completed their season losing to Columbus High in district VB. November 12th officially starts BB and WR season as well and Play Production competitions are currently underway. Go Warriors!

Afterschool Program Director's Report: Ms. Bebout
Program Spotlight: On November 1st we held our 4th "Lights On" family night for the after-school program! It was a great success. We had around 250 people attend. My staff planned hands on fun activities for the students and parents to participate in. We also had Egerton ExplorIT come and do two presentations on electricity. It was exciting to see electricity travel through people! Parents and students all enjoyed the fun times and the dinner! Looking forward to next year.
Looking Ahead:
1. Ruff House: Nov 16th 5th - 8th grade

SCHS Student Services Director's Report: Dr. Lefdal
Program Spotlight: I would like to spotlight Kelly McClintick in our alternative education program. We have kicked off our program and Kelly and I have been working on programming and rules and regulations with our students. We have taken some students who haven't been able to find their purpose or place at SCHS and have started working with them on goal setting, and some basic coursework. It is great to see some excitement from them. Kelly has done an excellent job of helping our students find success!!
Notable Topics: I can't say enough about the work by Mr. Kasik and Mr. Grammar in regards to the State Supreme Court. The planning of the program was the reason the day went so well. Congrats!
Looking ahead: This is an exciting time of year in regards to Thanksgiving and Christmas. It is also a time where we will usually see an increase in behaviors. Although most people find having a day off, or multiple days off,

exciting. Some students and staff members do not. This can be a trying time on many students and staff and emotional struggles can show during this time. I look forward to working with our counselors to set programming and brainstorm ways to help all of our people at SCHS.

Special Education Director's Report: Mrs. Vrba
Program Spotlight: The whole Special Education staff has been busy with MDTs/IFSPs/IEPs along with working with the classroom teachers to ensure accommodations and modifications are being used on a daily bases. Our staff has done an excellent job of being open-minded and flexible since the beginning of the year. We have gone through many, many changes!
Staff Spotlight: Kari Weihl has an extreme passion for teaching her students. She is willing to pull out every "tool she has in her teaching kit" and/or take any suggestions to ensure her students success. Kari's classroom and teaching assignment has changed the most at the elementary. She had her set 17 students exclusively for all core subjects and is now co-teaching 3rd grade with Megan Holub. Yes, she was a little reluctant to give up her classroom and her students but has plunged into this position with both feet. When I think of Kari, some of the descriptive phrases that pop to my mind are: her positive outlook, her excitement for teaching every day, her tenacity-she is like a little bulldog-her determination, her unconditional love for all students, and unending dedication to ensure her students experience success no matter what their challenges may be!!

Director of Curriculum and Assessment: Dr. Gibbons
Staff/Program Spotlight - I would like to spotlight the work that Mindy Perrin and Kim Powell do for this district. Mindy assists me in the curriculum department and does a fantastic job taking care of things for me such as making sure data is in place and state and national assessments are ready to go. Kim manages our Infinite Campus database which includes connecting student and staff data to the state. Much of the work they do is in the background but they keep many of our district systems running smoothly.
Notable Topics: 2017 - 2018 State Assessments - We did finally receive the data from statewide assessments recently. We are building data displays and will be engaging the staff in data discussion protocols during their Collaboration times. According to state department website, the information will be made public December 21, 2018. Past results for the state assessments for every school in the state can be viewed at http://nep.education.ne.gov
Professional Development - The APL Workshops October 9th, 10th and 11th were well received. Teachers were excited for reminders of specific strategies that they could use right away in their classrooms. New staff members had initial training on the 9th, 10th and 11th while all staff members had a refresher training on the 10th. New staff members will finish their training on December 4th and 5th at the Schuyler Public Library.
Curriculum Development - The Technology curriculum team met on Wednesday, November 7, to update our K-12 curriculum alignment and to begin discussing curriculum materials purchasing needs.
Since the last board meeting:
1. I attended a Marzano Evaluation summit hosted by Beverly Carbaugh, author of School Leadership for Results: A Focused Model.
2. The high school had a Digital Leader Corps (DLC) professional development day on Oct. 24
3. DLC Coaching days were held Oct. 25, and 26.
4. Math Techbook professional development for 6th - 12th grade math teachers was held Oct. 26.
5. Middle School Science teachers attended a Lesson Design with the New Science Standards 6-12 workshop at the ESU on November 2.

V.E. Superintendent's Report
Information Item

Staff/Program Spotlight: Crisis Team
Dr. Lefdal, Lynn Sweeny, Paula Kment, Meridith Riha, and Ingrid Rodriguez serve the district as Crisis Team Chairs. Their role in the district is to chair their respective building teams in organizing and supporting students, staff, and community members during "crisis situations" in our school and community. Thank you to the district team, their building teams, our K-12 staff, retired and area school counselors, and substitute staff, for their role in supporting and organizing our response over the past two weeks.

Notable Topics:
First Quarter Outstanding Staff: Nominations for first quarter "Outstanding" techer, para-educator, and support staff were due on October 23rd. Please make sure your building employees are represented in this nomination process. Representatives from the Foundation and Chamber of Commerce will meet with building administrators on November 13th, following SAA meeting. Staff will be recognized on Wednesday, November 21st.
2. **Water Problem at Fisher's Update:** We contracted with JEO to do the required engineering on our new well at Fisher's 24. At this point, we do have a variance from the State and approval to dig the well in the northwest corner of the property,

but do not have approved engineering specifications for the project at this time. We also put out a RFP to Well Companies to bid the digging of a new well and connection to facilities inside the building.

V.F. Board Member/Committee Reports
Information Item

1. **Foundation Monthly Meeting Update** - Copy and paste address: https://www.schuylercommunityschools.org/Domain/13

2. **NASB Monthly Update** - See attachment below

3. **NASB State Education Conference:**
   Pre-Conference: November 14th
   Conference: November 15-16

VI. Correspondence Items
Information Item

VII. Adjournment
Action Item
Meeting adjourned at 7:42 PM.

Motion to adjourn Passed with a motion by Virginia Semerad and a second by Mynor Hernandez.
Brian Vavricek: Absent, Richard Brabec: Yea, Mynor Hernandez: Yea, Holly Hild: Yea, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 5, Nay: 0, Absent: 1

SCHUYLER COMMUNITY SCHOOLS
MONTHLY DISBURSEMENT REPORT
For the month of December 2018

Check #	Date	Vendor	Description	Amount
39380	12/10/2018	Acco Brands USA LLC	laminator parts	$164.69
39381	12/10/2018	All Systems	Ag shop bench tops	$811.63
39382	12/10/2018	SYNCB/AMAZON	supplies	$2,641.90
39383	12/10/2018	Americom Communications	Camera 4R	$740.00
39384	12/10/2018	Bernina Omaha	HS FCS supplies	$198.49
39385	12/10/2018	Blackboard Inc	Blackboard renewal	$9,680.27
39386	12/10/2018	BOMGAARS	supplies	$403.89
39387	12/10/2018	Brown & Saenger	supplies	$52.08
39388	12/10/2018	Caseys General Stores, Inc	fuel	$109.05
39389	12/10/2018	Cenex Fleetcard	fuel	$584.60
39390	12/10/2018	CenturyLink	telephone	$1,500.64
39391	12/10/2018	Central Nebraska Rehab Services	OT/PT services	$20,821.57
39392	12/10/2018	CenterPoint Energy Services Retail LLC	natural gas	$2,305.24
39393	12/10/2018	CHI Health	physical	$77.00
39394	12/10/2018	CHI Health Clinic Occupational Health Service	DOT drug screens	$220.00
39395	12/10/2018	Columbus Public Schools	non-public SPED services	$625.25
39396	12/10/2018	Community Internet Systems	internet	$69.95
39397	12/10/2018	Courtyard Marriott	School board convention	$957.60
39398	12/10/2018	Culligan Water Conditioning	soft water plan	$80.10
39399	12/10/2018	Megan deLeon	PT conf interpreting	$94.50
39400	12/10/2018	Dennis Supply Comp-Sioux City	MS roof unit parts	$145.50
39401	12/10/2018	Department Of Utilities	utilities	$20,203.19
39402	12/10/2018	Didier Grocery	supplies	$705.10
39403	12/10/2018	Discovery Education, Inc.	Profess Devel training	$30,500.00
39404	12/10/2018	Eagle Communications	internet	$1,521.00
39405	12/10/2018	Eakes Office Products Center	Sixpence desk, chair	$1,384.56
39406	12/10/2018	ECRA Group Inc	onsite consult Strategic Plan	$7,500.00
39407	12/10/2018	Electrical Engineering & Equipment Co	supplies	$1,158.84
39408	12/10/2018	Ellsworth Publishing Co	keyboarding licenses	$984.00
39409	12/10/2018	Engineered Air	MS roof top unit parts	$323.63
39410	12/10/2018	Educational Service Unit #7	License	$362.86
39411	12/10/2018	ESU #7 Special Education	PreK non public	$68,549.64
39412	12/10/2018	FP Mailing Solutions	Elem postage meter fees	$171.00
39413	12/10/2018	Fremont Winnelson Co	Elem water heater	$642.15
39414	12/10/2018	Craig Frerichs	Ind. Tech consultation	$2,674.00
39415	12/10/2018	Frontier	telephone	$105.38
39416	12/10/2018	The Prophet Corp	MS PE supplies	$60.61
39417	12/10/2018	Greater Nebraska Schools Association	membership dues	$4,000.00
39418	12/10/2018	Gene Gustafson	repair MS fire alarm system	$480.00
39419	12/10/2018	HireRight Solutions Inc	Annual fee	$250.00
39420	12/10/2018	Hometown Leasing	copier lease	$2,272.48
39421	12/10/2018	J & B Auto Parts	supplies	$99.01
39422	12/10/2018	Jackson Services Inc	linens	$1,039.35
39423	12/10/2018	JEO Consulting Group Inc	Well project design	$1,443.75
39424	12/10/2018	Johnstone Supply	heater motor, pressure switch	$1,201.65
39425	12/10/2018	John's Tire Sales & Services	bus service, tire repair	$286.50
39426	12/10/2018	Jostens, Inc	diplomas	$16.54
39427	12/10/2018	Junior Library Guild	MS library books	$1,961.04
39428	12/10/2018	J W Pepper & Sons Inc.	music supplies	$7.95
39429	12/10/2018	Kroeger Body Shop	repairs	$1,966.58
39430	12/10/2018	Matheson Trigas	ag supplies	$137.34

39431	12/10/2018	Leandro Mejia	mileage	$22.89
39432	12/10/2018	Mid-States School Equipment Co inc	HS lunchroom seats	$810.93
39433	12/10/2018	Midwest Glass Service, Inc.	MS glass repair	$205.00
39434	12/10/2018	Mueller Sprinklers	MS sprinkler line	$1,354.35
39435	12/10/2018	Nebraska Council of School Administrators	Tech Dept NETA conference	$500.00
39436	12/10/2018	Nebraska Public Health Environmental Laborato	water testing	$25.00
39437	12/10/2018	One Source	background checks	$60.00
39438	12/10/2018	(Parts) Mechanical Sales Parts, Inc.	HS roof top unit parts	$835.57
39439	12/10/2018	Perry, Guthery, Hasse & Gessford, P.C., L.L.O	legal services	$1,470.00
39440	12/10/2018	Popplers Music, Inc.	MS music	$45.60
39441	12/10/2018	Presto-X	pest control	$301.00
39442	12/10/2018	Qc Supply, Llc	supplies	$390.47
39443	12/10/2018	Retirement Plan Consultants LLC	403 PPA fee	$250.00
39444	12/10/2018	SantillanaUSA	HS Spanish books	$61.46
39445	12/10/2018	Schmitt Music Company	Music supplies, repairs	$3,868.28
39446	12/10/2018	Scholastic Inc	Bookflix online subscription	$1,369.00
39447	12/10/2018	School Specialty, Inc	supplies	$395.02
39448	12/10/2018	Schuyler Coop Association	fuel	$4,078.23
39449	12/10/2018	Schuyler Home & Building Supply	supplies	$383.92
39450	12/10/2018	SCS Cooperative Fund	transfer funds	$30,000.00
39451	12/10/2018	Striv Inc	software upgrade	$275.00
39452	12/10/2018	The Thompson Co	PreK snacks	$383.48
39453	12/10/2018	Verizon Wireless	cell phones	$558.21
39454	12/10/2018	Visa	ASP supplies	$381.65
39455	12/10/2018	VISA	supplies	$87.98
39456	12/10/2018	Visa	supplies, dues	$561.43
39457	12/10/2018	VISA	Sixpence conf, supplies	$2,207.96
39458	12/10/2018	VISA	supplies	$216.32
39459	12/10/2018	Visa	supplies	$283.84
39460	12/10/2018	VISA	Music conf rooms,SPED supplies	$522.00
39461	12/10/2018	WageWorks	Monthly admin fee	$220.00
39462	12/10/2018	Waste Connections of NE, Inc.	sanitation service	$905.00
2019-024	12/10/2018	Paola Acosta	October mileage	$23.98
2019-025	12/10/2018	Heather Bebout	Nov mileage	$141.70
2019-026	12/10/2018	Christina Bywater	November mileage	$109.00
2019-027	12/10/2018	Kelly McClintic	mileage	$98.10
2019-028	12/10/2018	Carol Reha	mileage	$21.80
TOTAL GENERAL FUND DISBURSEMENTS				**$247,716.27**
2210	12/10/2018	NoSwett Fencing	Softball field fence	$6,031.00
2211	12/10/2018	Sizeable Storage Solutions, LLC	rent	$5,100.00
TOTAL DEPRECIATION FUND DISBURSEMENTS				**$11,131.00**
1330	12/10/2018	Air Conditioning Utilities, Inc.	HS Paint booth duct work	$428.00
1331	12/10/2018	Electrical Engineering & Equipment Co	HS Ind Tech room lights	$619.44
1332	12/10/2018	Semerad Construction Inc	HS cabinets, bathrooms, etc	$25,355.00
TOTAL SPECIAL BUILDING FUND DISBURSEMENTS				**$26,402.44**
3142	12/10/2018	CenturyLink	phone	$239.07
3143	12/10/2018	Eakes Office Products Center	copies	$39.75
3144	12/10/2018	Homestead Bank	rent	$250.00
TOTAL COOPERATIVE FUND DISBURSEMENTS				**$528.82**
408	12/10/2018	Computer Hardware, Inc.	repairs	$1,115.00
TOTAL STUDENT FEE FUND DISBURSEMENTS				**$1,115.00**

SCHUYLER COMMUNITY SCHOOLS
MONTHLY DISBURSEMENT REPORT over $5000
For the month of December 2018

Check #	Date	Vendor	Description	Amount
39411	12/10/2018	ESU #7 Special Education	PreK non public	$68,549.64
39403	12/10/2018	Discovery Education, Inc.	Profess Devel training	$30,500.00
39450	12/10/2018	SCS Cooperative Fund	transfer funds	$30,000.00
39391	12/10/2018	Central Nebraska Rehab Services	OT/PT services	$20,821.57
39401	12/10/2018	Department Of Utilities	utilities	$20,203.19
39385	12/10/2018	Blackboard Inc	Blackboard renewal	$9,680.27
39406	12/10/2018	ECRA Group Inc	onsite consult Strategic Plan	$7,500.00
TOTAL GENERAL FUND DISBURSEMENTS				**$187,254.67**
2210	12/10/2018	NoSwett Fencing	Softball field fence	$6,031.00
2211	12/10/2018	Sizeable Storage Solutions, LLC	rent	$5,100.00
TOTAL DEPRECIATION FUND DISBURSEMENTS				**$11,131.00**
1332	12/10/2018	Semerad Construction Inc	HS cabinets, bathrooms, etc	$25,355.00
TOTAL SPECIAL BUILDING FUND DISBURSEMENTS				**$25,355.00**

Current Unencumbered Balance

Sorted by Site ID, Group ID, Activity ID.
From 11/01/2018 to 11/30/2018.

Site ID / Group ID / Activity ID	Site Name / Group Name / Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
SCHUYL	Schuyler Community Schools						
A	ACADEMIC						
1100	CONSORTIUM PAYROLL	232.84	0.00	0.00	0.00	0.00	232.84
1500	ARC EQUIP SPEC.ED.	411.89	0.00	0.00	0.00	0.00	411.89
	A Totals:	644.73	0.00	0.00	0.00	0.00	644.73
B	ATHLETIC						
2100	BASKETBALL B	-3,054.03	0.00	280.00	0.00	0.00	-3,334.03
2150	BASKETBALL G	-2,791.42	0.00	280.00	0.00	0.00	-3,071.42
2200	CROSS COUNTRY B & G	0.00	0.00	0.00	0.00	0.00	0.00
2250	CROSS COUNTRY	0.00	0.00	0.00	0.00	0.00	0.00
2300	FOOTBALL	-5,822.06	0.00	0.00	0.00	0.00	-5,822.06
2350	GOLF B	-280.35	0.00	0.00	0.00	0.00	-280.35
2375	GOLF G	0.00	0.00	0.00	0.00	0.00	0.00
2400	SOFTBALL	0.00	0.00	130.00	0.00	0.00	-130.00
2450	SOCCER B	-592.74	0.00	0.00	0.00	0.00	-592.74
2500	SOCCER G	325.66	0.00	0.00	0.00	0.00	325.66
2600	TRACK	-393.68	0.00	0.00	0.00	0.00	-393.68
2700	VOLLEYBALL	0.00	0.00	0.00	0.00	0.00	0.00
2750	WRESTLING	-3,771.07	0.00	0.00	0.00	0.00	-3,771.07
2755	WEIGHT ROOM EQUIPMENT	1,888.69	0.00	0.00	0.00	0.00	1,888.69
2800	SMS ATHLETICS	-5,000.00	590.00	2,272.64	0.00	0.00	-6,682.64
2850	LAUNDRY	0.00	0.00	0.00	0.00	0.00	0.00
2900	GENERAL	7,864.81	780.21	349.60	-550.00	0.00	7,745.42
2950	MEDICAL	1,100.00	0.00	0.00	0.00	0.00	1,100.00
2970	BOOSTER CLUB DONATION	-773.60	0.00	0.00	0.00	0.00	-773.60
2975	DONATIONS	4,696.18	0.00	0.00	0.00	0.00	4,696.18
	B Totals:	-6,603.61	1,370.21	3,312.24	-550.00	0.00	-9,095.64
C	DISTRICT						
3100	ADULT EDUCATION	2,595.68	0.00	0.00	0.00	0.00	2,595.68
3110	COLLEGE CREDIT	-36,923.37	44,950.00	0.00	0.00	0.00	8,026.63
3200	GENERAL	19,276.89	10,044.53	289.89	0.00	0.00	29,031.53
3250	FIELD HOUSE	16,899.00	435.96	0.00	0.00	0.00	17,334.96
3300	FINES	1,259.10	0.00	0.00	0.00	0.00	1,259.10
3400	HIGH SCHOOL--- BOOK FINES	4,055.16	0.00	0.00	0.00	0.00	4,055.16
	C Totals:	7,162.46	55,430.49	289.89	0.00	0.00	62,303.06
D	DEPARTMENTS						
3450	SCHS LIBRARY FINES	606.72	12.09	0.00	0.00	0.00	618.81
4000	BAND	2,390.02	0.00	0.00	-75.00	0.00	2,315.02
4025	Musical	4,449.84	0.00	0.00	0.00	0.00	4,449.84
4050	VOCAL	221.87	0.00	0.00	0.00	0.00	221.87
4750	KOEHN TRUST (BAND DONATION)	19,697.80	0.00	0.00	0.00	0.00	19,697.80
	D Totals:	27,366.25	12.09	0.00	-75.00	0.00	27,303.34

Current Unencumbered Balance

Sorted by Site ID, Group ID, Activity ID.
From 11/01/2018 to 11/30/2018.

Site ID / Group ID / Activity ID	Site Name / Group Name / Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
E	UNIFORMS & EQUIPMENT						
4500	BAND (UNIFORM DEP)	828.18	0.00	0.00	0.00	0.00	828.18
4650	FLAG CORPS	9.62	0.00	0.00	0.00	0.00	9.62
4700	INSTRUMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
4770	AMBASSADORS	1,839.30	0.00	0.00	0.00	0.00	1,839.30
	E Totals:	2,677.10	0.00	0.00	0.00	0.00	2,677.10

Current Unencumbered Balance

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From 11/01/2018 to 11/30/2018.

Site ID / Group ID	Site Name / Group Name / Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
F	CLUBS ORGANIZATIONS							
	5000	ART	717.83	0.00	0.00	-25.00	0.00	692.83
	5005	ATHS	573.39	0.00	0.00	0.00	0.00	573.39
	5050	CHEERLEADERS	2,633.48	0.00	0.00	-50.00	0.00	2,583.48
	5100	DRAMATICS, SPEECH	0.00	0.00	0.00	-25.00	0.00	-25.00
	5105	One Act	3,702.58	605.00	3,067.08	-25.00	0.00	1,215.50
	5150	DANCE TEAM	-287.81	0.00	0.00	-50.00	0.00	-337.81
	5175	EMERGENCY RESPNSE TEAM	1,594.77	0.00	0.00	0.00	0.00	1,594.77
	5200	FFA	7,824.46	0.00	702.00	-25.00	0.00	7,097.46
	5250	FCCLA	3,022.90	325.28	318.87	-50.00	0.00	2,979.31
	5300	CULTURAL UNITY	1,319.30	0.00	144.00	-10.00	0.00	1,165.30
	5350	NATIONAL HONOR SOCIETY	2,704.10	0.00	717.60	-25.00	0.00	1,961.50
	5400	S-CLUB	119.55	0.00	0.00	-10.00	0.00	109.55
	5405	SPIRIT CLUB	157.93	0.00	0.00	0.00	0.00	157.93
	5425	WARRIORS STAND FOR THE SILENT	183.52	0.00	0.00	0.00	0.00	183.52
	5500	SCIENCE & mATH cLUB	5,203.58	0.00	0.00	-25.00	0.00	5,178.58
	5510	SCIENCE TRIP	31.26	0.00	0.00	0.00	0.00	31.26
	5515	MONSANTO SCIENCE	0.00	0.00	0.00	0.00	0.00	0.00
	5525	SCIENCE FAIR	699.97	0.00	0.00	0.00	0.00	699.97
	5550	STUDENT COUNCIL	4,512.85	564.37	1,071.73	-50.00	0.00	3,955.49
	5575	504 R ACTIVITY FUND	319.22	0.00	0.00	0.00	0.00	319.22
	5600	RICHLAND ACTIVITY FUND	529.24	0.00	0.00	0.00	0.00	529.24
	5610	FISHER 24 ACTIVITY FUND	2,591.61	6,496.50	3,693.50	0.00	0.00	5,394.61
	5620	SCHUYLER ELEMENTARY SCHOOL	504.07	14.63	351.12	0.00	0.00	167.58
	5621	SES FELICIATIONS	0.00	0.00	0.00	0.00	0.00	0.00
	5622	SES FIELD DAY	7,640.57	0.00	0.00	0.00	0.00	7,640.57
	5623	SES Vocal Music Club	1,317.15	5.00	0.00	0.00	0.00	1,322.15
	5624	SES LIBRARY	699.88	0.00	0.00	0.00	0.00	699.88
	5631	SES POP FUND	1,053.84	0.00	265.71	0.00	0.00	788.13
	5632	SES Band CLUB	17.00	75.00	0.00	0.00	0.00	92.00
	5650	BRAINSTORMING	0.00	0.00	0.00	0.00	0.00	0.00
	5675	TEEN MOM'S	133.86	0.00	0.00	0.00	0.00	133.86
	5700	A.S.K.	263.89	0.00	0.00	0.00	0.00	263.89
	5725	STUDENT COUNCIL MAKE A WISH	935.00	0.00	0.00	0.00	0.00	935.00
	5750	FELLOWSHIP CHRISTIANS FOR ATHLETICS	84.43	0.00	0.00	0.00	0.00	84.43
	5775	INDUSTRIAL TECH ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
	5800	SHEEL CREEK WATER TESTING	0.00	0.00	0.00	0.00	0.00	0.00
	5825	PRESCHOOL	491.64	0.00	143.83	0.00	0.00	347.81
	5900	SMS GENERAL ACTIVITY	3,645.82	33.11	63.87	0.00	0.00	3,615.06
	5901	SMS STUDENT COUNCIL	7,182.78	857.00	303.56	0.00	0.00	7,736.22
	5902	SMS LIBRARY	2,502.65	0.00	0.00	0.00	0.00	2,502.65
	5903	SMS RESOURCE ROOM	4,723.95	0.00	0.00	0.00	0.00	4,723.95
	5904	SMS BAND CLUB	640.97	0.00	0.00	0.00	0.00	640.97
	5905	SMS TEACHER POP 7702463	53.45	0.00	187.30	0.00	0.00	-133.85

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Site ID / Group ID / Activity ID	Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
Site ID	Site Name						
Group ID	Group Name						
5906	SMS EDUCATIONQUEST FOUNDATION GRANT	750.00	0.00	0.00	0.00	0.00	750.00
5907	SMS Entrepreneurship	0.00	0.00	0.00	0.00	0.00	0.00
5909	SMS VOCAL MUSIC	-56.75	65.00	0.00	0.00	0.00	8.25
5910	SMS VOLLEYBALL CLUB	26.48	0.00	0.00	0.00	0.00	26.48
5911	SMS YEARBOOK	1,778.65	0.00	0.00	0.00	0.00	1,778.65
5915	SMS WRESTLING CLUB	85.80	2,627.75	877.00	0.00	0.00	1,836.55
5920	SMS FOOTBALL CLUB	67.80	0.00	0.00	0.00	0.00	67.80
5925	SMS BOYS BASKETBALL CLUB	475.53	0.00	0.00	0.00	0.00	475.53
5930	YOUTH FOOTBALL	2,913.43	0.00	858.20	0.00	0.00	2,055.23
	F Totals:	76,085.62	11,668.64	12,765.37	-370.00	0.00	74,618.89
G	CONCESSION/VENDING						
6000	CONCESSION	1,549.90	189.72	54.14	0.00	0.00	1,685.48
6010	Imp. Fund-10%	2,278.13	34.61	0.00	0.00	0.00	2,312.74
6100	SCHS PEPSI 7701503	5,341.62	335.60	0.00	0.00	0.00	5,677.22
6125	SCHS LUNCH PEPSI	0.00	0.00	248.70	0.00	0.00	-248.70
6150	SCS FIELD HOUSE POP	1,243.28	388.00	0.00	0.00	0.00	1,631.28
6200	STUDENT POP	929.21	0.00	0.00	0.00	0.00	929.21
6300	TEACHER POP	4,074.72	0.00	0.00	0.00	0.00	4,074.72
6400	S-CLUB JUICE	-0.17	0.00	0.00	0.00	0.00	-0.17
6500	MAINTENANCE	7,456.74	13.53	0.00	0.00	0.00	7,470.27
6600	MILK MACHINE - FCCLA	171.53	0.00	0.00	0.00	0.00	171.53
	G Totals:	23,044.96	961.46	302.84	0.00	0.00	23,703.58
H	SALES						
7000	HORTICULTURE	9,958.13	56.00	0.00	0.00	0.00	10,014.13
7010	HOUSE CONSTRUCTION	2,953.02	0.00	0.00	0.00	0.00	2,953.02
7020	HOUSE RENTAL	17,648.52	0.00	0.00	0.00	0.00	17,648.52
7050	INTRO TO CONSTRUCTION	4,068.50	0.00	311.64	0.00	0.00	3,756.86
7150	BBB CLUB ACCOUNT	268.95	0.00	0.00	0.00	0.00	268.95
7200	GBB CLUB ACCOUNT	-162.66	0.00	0.00	0.00	0.00	-162.66
7215	BOYS GOLF CLUB ACCT.	1,713.51	0.00	0.00	0.00	0.00	1,713.51
7225	GIRLS GOLF CLUB ACCOUNT	258.12	0.00	0.00	0.00	0.00	258.12
7250	WRESTLING CLUB ACCOUNT	5,827.45	0.00	500.00	0.00	0.00	5,327.45
7275	WRESTLING AIDS	477.71	0.00	0.00	0.00	0.00	477.71
7300	BSOC CLUB ACCOUNT	1,010.61	0.00	0.00	0.00	0.00	1,010.61
7325	GSOC CLUB ACCOUNT	3,287.16	0.00	0.00	0.00	0.00	3,287.16
7350	G/B CROSS COUNTRY CLUB	1,805.42	0.00	236.74	0.00	0.00	1,568.68
7400	FOOTBALL CLUB ACCOUNT	5,412.34	0.00	0.00	0.00	0.00	5,412.34
7450	VOLLEYBALL CLUB ACCT.	7,891.30	0.00	121.41	0.00	0.00	7,769.89
7500	SB CLUB ACCOUNT	674.21	0.00	670.53	0.00	0.00	3.68
7550	STUDENT PURCHASES	243.59	0.00	0.00	0.00	0.00	243.59
7600	TR. CLUB ACCT	1,495.23	0.00	0.00	0.00	0.00	1,495.23
	H Totals:	64,831.11	56.00	1,840.32	0.00	0.00	63,046.79

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Site ID / Group ID / Activity ID	Site Name / Group Name / Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
I	CLASSES						
8000	ALUMNI ACCOUNT	1,386.24	0.00	0.00	0.00	0.00	1,386.24
8255	CLASSES OF 2013	719.22	0.00	0.00	0.00	0.00	719.22
8260	CLASS 2014	382.63	0.00	0.00	0.00	0.00	382.63
8265	CLASS OF 2015	219.65	0.00	0.00	0.00	0.00	219.65
8270	CLASS OF 2016	274.99	0.00	0.00	0.00	0.00	274.99
8275	CLASS OF 2017	1,306.71	0.00	0.00	0.00	0.00	1,306.71
8280	CLASS 2018	96.87	0.00	0.00	0.00	0.00	96.87
8285	CLASS OF 2019	928.25	0.00	0.00	-900.00	0.00	28.25
8290	CLASS OF 2020	1,295.00	0.00	0.00	-100.00	0.00	1,195.00
8295	CLASS OF 2021	764.67	0.00	0.00	-100.00	0.00	664.67
8300	Class of 2022	0.00	0.00	0.00	-100.00	0.00	-100.00
8320	CLASS OF 2026	1,659.12	133.00	44.66	0.00	0.00	1,747.46
8325	CLASS OF 2027	1,545.16	100.00	168.86	0.00	0.00	1,476.30
8330	CLASS OF 2028	1,217.01	100.00	132.26	0.00	0.00	1,184.75
8335	CLASS OF 2029	1,052.54	0.00	258.94	0.00	0.00	793.60
8340	CLASS OF 2030	1,477.81	170.00	147.56	0.00	0.00	1,500.25
8345	CLASS OF 2031	1,307.21	130.00	750.43	0.00	0.00	686.78
	I Totals:	15,633.08	633.00	1,502.71	-1,200.00	0.00	13,563.37
J	YEARBOOK						
8560	YEARBOOK	2,378.90	0.00	104.45	2,195.00	0.00	4,469.45
	J Totals:	2,378.90	0.00	104.45	2,195.00	0.00	4,469.45
K	MISCELLANEOUS						
9000	STUDENT COUNCIL SCHOOL IMPROVMENT FUND	1,304.25	0.00	0.00	0.00	0.00	1,304.25
9025	SAVE THE CHILDREN	300.00	0.00	0.00	0.00	0.00	300.00
9030	AFTERSCHOOL PROGRAM	60,320.04	1,751.00	559.48	0.00	0.00	61,511.56
9035	SIXPENSE	185.04	0.00	0.00	0.00	0.00	185.04
9040	SES BACK PACK PROGRAM	1,500.00	0.00	0.00	0.00	0.00	1,500.00
9050	SCHS FELICITATIONS	0.00	0.00	0.00	0.00	0.00	0.00
9075	KEY DEPOSITS & RENTAL FEES	4,133.25	0.00	0.00	0.00	0.00	4,133.25
9100	BLOOD MOBILE	-123.78	0.00	0.00	0.00	0.00	-123.78
9105	WELLNESS WARRIORS	1,804.77	1,500.00	0.00	0.00	0.00	3,304.77
9115	LUNCH CARD	1,734.05	0.00	0.00	0.00	0.00	1,734.05
9125	TMH	121.20	0.00	0.00	0.00	0.00	121.20
9150	PRINCIPAL	1,124.69	0.00	873.46	0.00	0.00	251.23
9175	Technology Fee	37,128.98	120.00	524.00	0.00	0.00	36,724.98
	K Totals:	109,532.49	3,371.00	1,956.94	0.00	0.00	110,946.55
L	SCHOLARSHIPS/MEMORIALS						
9200	TOUR	176.57	0.00	0.00	0.00	0.00	176.57
9500	COLLEGE ACCESS GRANT	3,750.00	0.00	429.67	0.00	0.00	3,320.33
	L Totals:	3,926.57	0.00	429.67	0.00	0.00	3,496.90

Current Unencumbered Balance

Sorted by Site ID, Group ID, Activity ID.
From 11/01/2018 to 11/30/2018.

Site ID / Group ID / Activity ID	Site Name / Group Name / Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Purchase Orders	Unencumbered Balance
SCHUYL Totals:		326,679.66	73,502.89	22,504.43	0.00	0.00	377,678.12
Report Totals:		326,679.66	73,502.89	22,504.43	0.00	0.00	377,678.12

REVENUE REPORT	2012-13	%	2013-14	%	2014-15	%	2015-16	%	2016-17	%	2017-18	%	2018-19	%
September Total	**$3,243,881.77**	**20.04%**	**$3,265,998.95**	**18.78%**	**$3,689,300.73**	**17.69%**	**$3,777,399.57**	**18.11%**	**$3,834,741.76**	**18.88%**	**$4,269,068.23**	**21.29%**	**$4,203,426.68**	**20.08%**
Local/County	$2,721,553.23	29.79%	$2,722,697.71	27.36%	$2,959,876.38	25.25%	$3,296,850.19	25.42%	$3,244,512.16	24.10%	$3,616,567.87	24.80%	$3,871,636.68	26.17%
State	$486,165.87	8.37%	$517,078.69	8.34%	$581,961.52	8.41%	$406,284.76	7.95%	$405,292.50	8.03%	$318,484.56	8.39%	$327,782.00	7.48%
Federal	$35,044.21	2.85%	$26,108.00	2.12%	$147,462.83	6.66%	$74,077.43	2.66%	$184,795.20	10.34%	$334,015.80	20.00%	$4,008.00	0.23%
Other	$1,118.46	11.18%	$114.55	1.15%	$0.00	0.00%	$187.19	1.87%	$141.90	1.42%		0.00%		0.00%
October Total	**$800,294.79**	**24.99%**	**$849,385.19**	**23.67%**	**$819,772.20**	**21.62%**	**$919,934.61**	**22.52%**	**$800,032.03**	**22.82%**	**$812,931.69**	**25.34%**	**$681,958.11**	**23.33%**
Local/County	$269,910.85	32.75%	$259,569.32	29.96%	$225,585.97	27.18%	$465,936.95	29.02%	$353,056.80	26.72%	$334,446.13	27.10%	$325,062.51	28.36%
State	$493,020.87	16.85%	$523,529.69	16.79%	$588,572.52	16.92%	$444,247.15	16.65%	$416,054.50	16.27%	$284,749.00	15.89%	$341,484.00	15.27%
Federal	$35,048.93	5.70%	$349.10	2.15%	$3,548.58	6.82%	$9,750.51	3.02%	$30,675.73	12.06%	$193,736.56	31.60%	$15,411.60	1.11%
Other	$2,314.14	34.33%	$65,937.08	660.52%	$2,065.13	20.65%	$0.00	1.87%	$245.00	3.87%		0.00%		0.00%
November Total	**$681,651.52**	**29.20%**	**$670,719.61**	**27.53%**	**$704,918.79**	**25.00%**	**$841,237.42**	**26.56%**	**$934,567.57**	**27.42%**	**$404,661.44**	**27.36%**	**$647,571.18**	**26.42%**
Local/County	$95,304.63	33.79%	$112,741.80	31.10%	$98,109.77	28.01%	$115,861.20	29.91%	$158,699.52	27.90%	$111,941.11	27.87%	$179,813.65	29.58%
State	$483,165.87	25.17%	$515,078.69	25.09%	$581,961.52	25.33%	$0.00	16.65%	$405,292.50	24.30%	$274,019.00	23.11%	$327,782.00	22.75%
Federal	$97,466.14	13.62%	$35,415.49	5.03%	$24,291.13	7.92%	$723,064.57	29.03%	$370,575.55	32.80%	$7,103.33	32.03%	$139,975.53	9.11%
Other	$5,714.88	91.47%	$7,483.63	735.35%	$556.37	26.22%	$2,311.65	24.99%	$0.00	3.87%	$11,598.00	115.98%		0.00%
December Total	**$862,123.68**	**34.53%**	**$800,090.95**	**32.13%**	**$894,606.37**	**29.29%**	**$1,243,678.07**	**32.52%**	**$863,838.51**	**31.68%**	**$683,867.94**	**30.77%**	**$0.00**	**26.42%**
Local/County	$272,803.54	36.78%	$192,538.93	33.03%	$226,629.75	29.95%	$307,081.16	32.28%	$266,290.80	29.88%	$264,179.54	29.68%		29.58%
State	$569,949.87	34.98%	$607,161.69	34.89%	$655,231.52	34.80%	$914,854.52	34.57%	$405,292.50	32.33%	$395,674.00	33.54%		22.75%
Federal	$3,417.77	13.90%	$0.00	5.03%	$7,379.81	8.25%	$14,668.35	29.55%	$192,255.21	43.56%	$24,014.40	33.47%		9.11%
Other	$15,952.50	251.00%	$390.33	739.26%	$5,365.29	79.87%	$7,074.04	95.73%	$0.00	3.87%	$0.00	115.98%		0.00%
January total	**$1,292,143.75**	**42.51%**	**$2,125,248.63**	**44.35%**	**$1,840,957.36**	**38.12%**	**$2,258,459.02**	**43.35%**	**$1,894,173.38**	**41.00%**	**$2,829,527.97**	**44.88%**	**$0.00**	**26.42%**
Local/County	$665,610.57	44.07%	$1,194,008.87	45.03%	$1,173,520.62	39.96%	$1,324,921.74	42.50%	$1,361,047.88	39.98%	$1,549,462.72	40.31%		29.58%
State	$572,198.87	44.83%	$606,631.69	44.67%	$655,231.52	44.27%	$931,190.66	52.80%	$522,738.50	42.68%	$521,133.00	47.27%		22.75%
Federal	$44,861.18	17.55%	$324,573.84	31.44%	$11,844.10	8.79%	$2,346.62	29.64%	$3,497.12	43.75%	$758,932.25	78.91%		9.11%
Other	$9,473.13	345.73%	$34.23	739.60%	$361.12	83.48%		95.73%	$6,889.88	72.77%		115.98%		0.00%
February Total	**$1,220,138.54**	**50.05%**	**$1,148,504.60**	**50.96%**	**$1,728,208.84**	**46.41%**	**$852,443.43**	**47.44%**	**$1,182,532.68**	**46.82%**	**$968,000.97**	**49.70%**	**$0.00**	**26.42%**
Local/County	$252,933.44	46.84%	$247,669.25	47.52%	$255,338.86	42.14%	$262,178.17	44.52%	$285,384.80	42.10%	$346,579.55	42.68%		29.58%
State	$845,016.92	59.37%	$891,484.60	59.05%	$1,030,379.73	59.16%	$523,430.65	63.05%	$735,559.01	57.25%	$621,370.07	63.64%		22.75%
Federal	$3,615.29	17.84%	$8,725.67	32.15%	$442,490.25	28.78%	$66,834.61	32.04%	$161,430.75	52.79%		78.91%		9.11%
Other	$118,572.89	1531.46%	$625.08	745.85%	$0.00	83.48%		95.73%	$158.12	74.35%	$51.35	116.49%		0.00%
March total	**$1,555,657.68**	**59.66%**	**$1,088,408.12**	**57.22%**	**$1,211,095.78**	**52.21%**	**$1,513,121.85**	**54.70%**	**$876,612.25**	**51.14%**	**$1,614,261.92**	**57.75%**	**$0.00**	**26.42%**
Local/County	$452,827.33	51.79%	$322,560.66	50.76%	$425,766.41	45.77%	$485,798.34	48.27%	$343,463.17	44.65%	$874,833.73	48.68%		29.58%
State	$575,647.87	69.28%	$628,728.00	69.19%	$664,297.52	68.76%	$500,780.51	72.85%	$523,290.50	67.62%	$505,145.00	76.95%		22.75%
Federal	$526,637.48	60.66%	$136,430.87	43.25%	$120,632.85	34.23%	$515,712.32	50.59%	$9,786.44	53.33%	$232,369.39	92.82%		9.11%
Other	$545.00	1536.91%	$688.59	752.73%	$399.00	87.47%	$10,830.68	204.04%	$72.14	75.07%	$1,913.80	135.63%		0.00%
April Total	**$1,171,427.67**	**66.90%**	**$1,633,241.15**	**66.61%**	**$1,863,742.31**	**61.15%**	**$2,030,684.75**	**64.43%**	**$2,508,145.70**	**63.49%**	**$1,882,637.98**	**67.14%**	**$0.00**	**26.42%**
Local/County	$549,372.21	57.81%	$1,008,894.58	60.89%	$998,263.70	54.29%	$1,277,509.82	58.12%	$1,354,835.34	54.72%	$1,226,461.20	57.09%		29.58%
State	$534,523.87	78.48%	$608,417.69	79.01%	$684,985.53	78.66%	$509,797.76	82.83%	$530,337.50	78.12%	$130,411.00	80.39%		22.75%
Federal	$87,131.59	67.75%	$13,969.09	44.39%	$180,493.08	42.38%	$243,077.17	59.34%	$619,472.86	88.00%	$525,765.78	124.31%		9.11%
Other	$400.00	1540.91%	$1,959.79	772.33%	$0.00	87.47%	$300.00	207.04%	$3,500.00	110.07%		135.63%		0.00%
May Total	**$3,940,649.71**	**91.25%**	**$3,932,891.88**	**89.23%**	**$4,708,506.23**	**83.73%**	**$4,701,494.65**	**86.98%**	**$5,182,724.79**	**89.01%**	**$5,392,764.13**	**94.03%**	**$0.00**	**26.42%**
Local/County	$3,090,817.05	91.64%	$3,268,977.47	93.74%	$3,823,961.03	86.91%	$3,802,993.88	87.45%	$4,437,550.99	87.67%	$4,713,266.24	89.42%		29.58%
State	$723,278.87	90.93%	$609,889.66	88.85%	$663,745.52	88.25%	$556,121.29	93.72%	$516,629.50	88.35%	$674,811.00	98.17%		22.75%
Federal	$110,514.87	76.73%	$48,453.34	48.33%	$220,669.22	52.35%	$342,379.48	71.65%	$223,752.87	100.52%	$4,686.89	124.59%		9.11%
Other	$16,038.92	1701.30%	$5,571.41	828.05%	$130.46	88.77%		207.04%	$4,791.43	157.98%		135.63%		0.00%
June Total	**$1,127,680.84**	**98.22%**	**$1,133,300.30**	**95.75%**	**$1,148,776.66**	**89.24%**	**$1,493,688.04**	**94.14%**	**$1,400,905.70**	**95.91%**	**$594,899.27**	**97.00%**	**$0.00**	**26.42%**
Local/County	$490,950.58	97.02%	$316,040.03	96.91%	$300,080.50	89.47%	$863,965.74	94.11%	$577,183.40	91.96%	$253,977.33	91.16%		29.58%
State	$612,293.90	101.47%	$666,530.56	99.60%	$700,820.48	98.38%	$526,569.77	104.03%	$795,801.97	104.12%	$339,195.00	107.11%		22.75%
Federal	$23,735.41	78.66%	$149,047.80	60.45%	$146,450.68	58.97%	$102,986.09	75.36%	$27,920.33	102.08%	$1,600.00	124.68%		9.11%
Other	$700.95	1708.31%	$1,681.91	844.87%	$1,425.00	103.02%	$166.44	208.70%	$0.00	157.98%	$126.94	136.90%		0.00%
July Total	**$175,787.22**	**99.30%**	**$211,749.74**	**96.97%**	**$389,401.73**	**91.10%**	**$229,587.05**	**95.24%**	**$179,037.44**	**96.79%**	**$73,390.13**	**97.36%**	**$0.00**	**26.42%**
Local/County	$136,849.87	98.52%	$77,114.79	97.69%	$332,808.51	92.31%	$103,610.47	94.91%	$135,494.63	92.97%	$17,969.13	91.29%		29.58%
State	$0.00	101.47%	$6,837.50	99.71%	$35,084.52	98.89%	$0.00	104.03%	$0.00	104.12%	$0.00	107.11%		22.75%
Federal	$35,598.85	81.56%	$127,411.04	70.82%	$21,073.17	59.92%	$119,497.83	79.66%	$15,039.00	102.93%	$55,421.00	128.00%		9.11%
Other	$3,338.50	1741.69%	$386.41	848.73%	$435.53	107.38%	$6,478.75	273.49%	$28,503.81	443.02%		136.90%		0.00%
August Total	**$587,272.25**	**102.93%**	**$439,373.88**	**99.50%**	**$617,773.93**	**94.07%**	**$1,249,431.71**	**101.23%**	**$314,415.70**	**98.34%**	**$1,434,937.34**	**104.52%**	**$0.00**	**26.42%**
Local/County	$310,399.36	101.92%	$358,946.75	101.29%	$377,791.04	95.53%	$830,622.55	101.31%	$130,881.70	93.94%	$880,456.63	97.33%		29.58%
State	$0.00	101.47%	$41,490.58	100.38%	$0.00	98.89%	$56,784.53	105.14%		104.12%	$123,161.60	110.35%		22.75%
Federal	$229,726.99	100.24%	$38,925.14	73.99%	$216,848.53	69.72%	$283,118.59	89.84%	$183,534.00	113.20%	$431,319.11	153.83%		9.11%
Other	$47,145.90	2213.15%	$11.41	848.84%	$23,134.36	338.72%	$78,906.04	1062.55%		443.02%		136.90%		0.00%
Total Received	**$16,658,709.42**	**102.93%**	**$17,298,913.00**	**99.50%**	**$19,617,060.93**	**94.07%**	**$21,111,160.17**	**101.23%**	**$19,971,727.51**	**98.34%**	**$20,960,949.01**	**104.52%**	**$5,532,955.97**	**26.42%**
Total Budgeted	**$16,184,118.00**		**$17,386,713.00**		**$20,854,313.00**		**$20,854,313.00**		**$20,309,772.00**		**$20,055,234.00**		**$20,938,519.00**	
Local/County Budgeted	$9,134,315.00		$9,953,110.00		$11,721,501.00		$12,967,000.00		$13,464,451.00		$14,580,040.00		$14,796,341.00	
State Budgeted	$5,809,931.00		$6,199,437.00		$6,919,305.00		$5,107,423.00		$5,048,400.00		$3,795,194.00		$4,382,678.00	
Federal Budgeted	$1,229,872.00		$1,229,166.00		$2,213,506.00		$2,779,889.00		$1,786,921.00		$1,670,000.00		$1,749,500.00	
Others Budgeted	$10,000.00		$10,000.00		$10,000.00		$10,000.00		$10,000.00		$10,000.00		$10,000.00	
Over/Under	**474,591.42**	**2.93%**	(87,800.00)	**-0.50%**	(1,237,252.07)	**-5.93%**	**256,847.17**	**1.23%**	(338,044.49)	**-1.66%**	**905,715.01**	**4.52%**	(15,405,563.03)	**-73.58%**

EXPENDITURE REPORT	2012-13	%	2013-14	%	2014-15	%	2015-16	%	2016-17	%	2017-18	%	2018-19	%
September Total	**$1,849,309.87**	**10.70%**	**$1,617,997.97**	**9.11%**	**$1,586,003.98**	**7.93%**	**$1,546,839.29**	**7.73%**	**$1,539,984.51**	**7.57%**	**$1,543,208.42**	**7.56%**	**$1,682,014.98**	**8.03%**
Payroll and Benefits	$1,227,892.31	8.69%	$1,283,591.68	8.75%	$1,293,637.93	7.79%	$1,254,278.80	7.56%	$1,406,961.65	8.15%	$1,463,973.67	8.48%	$1,477,573.31	8.23%
Accounts Payable	$621,417.56	19.70%	$334,406.29	10.83%	$292,366.05	8.60%	$292,560.49	8.60%	$133,022.86	4.31%	$79,234.75	2.53%	$204,441.67	6.85%
October Total	**$1,333,822.76**	**18.41%**	**$1,401,716.38**	**17.00%**	**$1,610,650.56**	**15.98%**	**$1,643,562.29**	**15.95%**	**$1,672,110.74**	**15.78%**	**$1,769,382.25**	**16.24%**	**$1,798,070.83**	**16.62%**
Payroll and Benefits	$1,143,367.18	16.78%	$1,181,349.20	16.79%	$1,258,567.43	15.37%	$1,308,199.96	15.44%	$1,373,032.01	16.10%	$1,411,494.27	16.66%	$1,418,571.45	16.13%
Accounts Payable	$190,455.58	25.73%	$220,367.18	17.97%	$352,083.13	18.95%	$335,362.33	18.47%	$299,078.73	14.00%	$357,887.98	13.93%	$379,499.38	19.57%
November Total	**$1,445,993.76**	**26.77%**	**$1,536,909.02**	**25.65%**	**$1,478,880.75**	**23.38%**	**$1,538,076.50**	**23.64%**	**$1,797,062.78**	**24.61%**	**$1,691,421.13**	**24.53%**	**$1,880,881.44**	**25.60%**
Payroll and Benefits	$1,150,477.61	24.91%	$1,198,104.30	24.96%	$1,271,292.91	23.03%	$1,306,456.33	23.31%	$1,357,595.11	23.97%	$1,408,770.79	24.82%	$1,450,737.77	24.21%
Accounts Payable	$295,516.15	35.10%	$338,804.72	28.95%	$207,587.84	25.06%	$231,620.17	25.28%	$439,467.67	28.23%	$282,650.34	22.94%	$430,143.67	33.98%
December Total	**$1,357,283.75**	**34.62%**	**$1,344,398.22**	**33.22%**	**$1,446,578.00**	**30.61%**	**$1,503,918.41**	**31.16%**	**$1,573,314.08**	**32.34%**	**$1,587,829.31**	**32.31%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,148,765.66	33.04%	$1,185,882.01	33.04%	$1,244,464.16	30.53%	$1,293,460.90	31.10%	$1,352,358.36	31.80%	$1,411,764.26	32.99%		24.21%
Accounts Payable	$208,518.09	41.71%	$158,516.21	34.08%	$202,113.84	31.00%	$210,457.51	31.47%	$220,955.72	35.39%	$176,065.05	28.56%		33.98%
January total	**$1,264,922.47**	**41.94%**	**$1,312,879.88**	**40.61%**	**$1,416,599.92**	**37.69%**	**$1,478,112.93**	**38.55%**	**$1,575,058.75**	**40.08%**	**$1,633,516.52**	**40.32%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,120,649.98	40.97%	$1,177,040.50	41.05%	$1,257,022.65	38.10%	$1,298,596.35	38.92%	$1,388,499.67	39.84%	$1,438,173.00	41.32%		24.21%
Accounts Payable	$144,272.49	46.28%	$135,839.38	38.48%	$159,577.27	35.70%	$179,516.58	36.75%	$186,559.08	41.43%	$195,343.52	34.78%		33.98%
February Total	**$1,311,064.49**	**49.52%**	**$1,403,873.80**	**48.51%**	**$1,618,399.15**	**45.79%**	**$1,526,340.07**	**46.18%**	**$1,596,272.75**	**47.93%**	**$1,649,623.40**	**48.40%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,137,572.54	49.02%	$1,191,361.71	49.17%	$1,256,823.51	45.67%	$1,291,244.15	46.70%	$1,349,013.62	47.66%	$1,391,119.52	49.38%		24.21%
Accounts Payable	$173,491.95	51.78%	$212,512.09	45.37%	$361,575.64	46.33%	$235,095.92	43.67%	$247,259.13	49.44%	$258,503.88	43.02%		33.98%
March total	**$1,325,835.62**	**57.19%**	**$1,349,916.60**	**56.11%**	**$1,463,652.98**	**53.10%**	**$1,604,907.73**	**54.21%**	**$1,628,284.06**	**55.93%**	**$1,643,416.11**	**56.46%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,153,519.72	57.18%	$1,198,109.22	57.33%	$1,290,767.24	53.45%	$1,333,219.78	54.73%	$1,385,812.13	55.68%	$1,420,120.87	57.61%		24.21%
Accounts Payable	$172,315.90	57.24%	$151,807.38	50.29%	$172,885.74	51.42%	$271,687.95	51.66%	$242,471.93	57.30%	$223,295.24	50.14%		33.98%
April Total	**$1,280,538.15**	**64.60%**	**$1,330,513.12**	**63.60%**	**$1,488,270.17**	**60.55%**	**$1,393,336.22**	**61.18%**	**$1,605,283.97**	**63.82%**	**$1,595,748.63**	**64.28%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,130,521.26	65.17%	$1,181,684.00	65.38%	$1,261,959.40	61.05%	$1,295,557.89	62.54%	$1,349,987.19	63.50%	$1,392,441.45	65.67%		24.21%
Accounts Payable	$150,016.89	62.00%	$148,829.12	55.11%	$226,310.77	58.07%	$97,778.33	54.53%	$255,296.78	65.57%	$203,307.18	56.62%		33.98%
May Total	**$1,350,912.94**	**72.41%**	**$1,454,410.75**	**71.79%**	**$1,433,181.09**	**67.71%**	**$1,590,118.89**	**69.13%**	**$1,772,744.18**	**72.53%**	**$1,920,226.07**	**73.69%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,159,091.91	73.37%	$1,192,409.39	73.51%	$1,266,060.96	68.68%	$1,288,718.16	70.30%	$1,328,667.38	71.20%	$1,403,191.42	73.80%		24.21%
Accounts Payable	$191,821.03	68.08%	$262,001.36	63.60%	$167,120.13	62.99%	$301,400.73	63.40%	$444,076.80	79.95%	$517,034.65	73.10%		33.98%
June Total	**$1,500,316.16**	**81.09%**	**$1,478,554.44**	**80.11%**	**$1,786,307.10**	**76.64%**	**$1,905,598.30**	**78.65%**	**$1,913,859.70**	**81.93%**	**$1,934,814.67**	**83.18%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,147,558.00	81.49%	$1,188,929.32	81.61%	$1,281,344.42	76.40%	$1,310,032.08	78.19%	$1,363,166.89	79.10%	$1,410,864.62	81.97%		24.21%
Accounts Payable	$352,758.16	79.26%	$289,625.12	72.98%	$504,962.68	77.84%	$595,566.22	80.91%	$550,692.81	97.79%	$523,950.05	89.81%		33.98%
July Total	**$1,340,066.51**	**88.84%**	**$1,318,578.29**	**87.53%**	**$1,917,135.16**	**86.23%**	**$1,522,654.33**	**86.27%**	**$1,670,132.49**	**90.14%**	**$1,664,126.84**	**91.34%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,119,731.82	89.41%	$1,163,519.86	89.54%	$1,259,810.39	83.99%	$1,306,272.91	86.06%	$1,366,690.15	87.01%	$1,397,327.62	90.07%		24.21%
Accounts Payable	$220,334.69	86.24%	$155,058.43	78.00%	$657,324.77	97.17%	$216,381.42	87.28%	$303,442.34	107.62%	$266,799.22	98.31%		33.98%
August Total	**$1,326,233.19**	**96.51%**	**$1,916,892.73**	**98.32%**	**$2,304,800.20**	**97.75%**	**$2,255,212.34**	**97.54%**	**$1,643,692.26**	**98.22%**	**$1,763,664.53**	**99.98%**	**$0.00**	**25.60%**
Payroll and Benefits	$1,188,034.58	97.82%	$1,215,792.69	97.82%	$1,253,854.19	91.54%	$1,327,324.79	94.06%	$1,335,378.74	94.75%	$1,398,339.51	98.17%		24.21%
Accounts Payable	$138,198.61	90.62%	$701,100.04	100.71%	$1,050,946.01	128.09%	$927,887.55	114.57%	$308,313.52	117.61%	$365,325.02	109.96%		33.98%
Total Expended	**$16,686,299.67**	**96.51%**	**$17,466,641.20**	**98.32%**	**$19,550,459.06**	**97.75%**	**$19,508,677.30**	**97.54%**	**$19,987,800.27**	**98.22%**	**$20,396,977.88**	**99.98%**	**$5,360,967.25**	**25.60%**
Total Budgeted	**$17,290,444.00**		**$17,764,736.00**		**$19,999,791.00**		**$19,999,791.00**		**$20,350,895.00**		**$20,400,895.00**		**$20,938,519.00**	
Payroll and Benefits	$14,135,441.00		$14,677,899.00		$16,599,826.53		$16,599,826.53		$17,263,819.59		$17,263,819.59		$17,954,372.37	
Accounts Payable	$3,155,003.00		$3,086,837.00		$3,399,964.47		$3,399,964.47		$3,087,075.41		$3,137,075.41		$2,984,146.63	
Over/Under	(604,144.33)	**3.49%**	(298,094.80)	**1.68%**	(449,331.94)	**2.25%**	(491,113.70)	**2.46%**	(363,094.73)	**1.78%**	(3,917.12)	**0.02%**	(15,577,551.75)	**74.40%**

2018-19 School Year

01	General Fund	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	SPED Expenditures	1,009,565.00	159,779.28	211,385.66	226,548.45										597,713.39	411,851.61	59.21%
	Non-SPED Expenditures	19,928,954.00	1,522,235.70	1,586,685.17	1,654,332.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,763,253.86	15,165,700.14	23.90%
	Total Expenditures	20,938,519.00	1,682,014.98	1,798,070.83	1,880,881.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,360,967.25	15,577,551.75	25.60%
	Total Receipts	20,938,519.00	4,203,426.68	681,958.11	647,571.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,532,955.97	15,405,563.03	26.42%
	Monthly Inter-Fund Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
	Cash Balance	**2,638,959.78**	**5,160,371.48**	**4,044,258.76**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**	**2,810,948.50**			
02	**Depreciation Fund**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	850,000.00	5,365.59	14,727.38	2,514.97										22,607.94	827,392.06	2.66%
	Receipts	384,272.00	80.40	95.25	220.19										395.84	383,876.16	0.10%
	Loan to General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**Outstanding**		
	Loan Repayment from GF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Cash Balance	**299,956.98**	**294,671.79**	**280,039.66**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**	**277,744.88**			
03	**Employee Benefit**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	145,560.00	14,700.88	8,966.68	9,067.67										32,735.23	112,824.77	22.49%
	Receipts	88,100.46	26,193.85	5,694.85	5,713.38										37,602.08	50,498.38	42.68%
	Cash Balance	**57,459.54**	**68,952.51**	**65,680.68**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**	**62,326.39**			
09	**QCPUF**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	3,650,000.00	0.00	0.00	0.00										0.00	3,650,000.00	0.00%
	Receipts	706,000.00	139,258.75	12,979.26	119,343.98										271,581.99	434,418.01	38.47%
	Cash Balance	**3,239,501.42**	**3,378,760.17**	**3,391,739.43**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**	**3,511,083.41**			
05	**Activities**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	500,000.00	66,152.98	39,513.63	22,504.43										128,171.04	371,828.96	25.63%
	Receipts	141,832.35	30,292.05	43,886.57	73,502.89										147,681.51	(5,849.16)	104.12%
	Cash Balance	**358,167.65**	**322,306.72**	**326,679.66**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**	**377,678.12**			
06	**School Lunch**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	1,160,000.00	100,472.40	108,654.09	103,989.52										313,116.01	846,883.99	26.99%
	Receipts	1,006,315.36	95,006.52	130,138.60	130,974.65										356,119.77	650,195.59	35.39%
	Cash Balance	**153,684.64**	**148,218.76**	**169,703.27**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**	**196,688.40**			
07	**Bond**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	575,000.00	0.00	0.00	0.00										0.00	575,000.00	0.00%
	Receipts	500,000.00	137,002.68	10,035.50	4,811.33										151,849.51	348,150.49	30.37%
	Cash Balance	**606,597.96**	**743,600.64**	**753,636.14**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**	**758,447.47**			
08	**Special Building**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	1,075,000.00	35,674.42	511.72	5,470.64										41,656.78	1,033,343.22	3.88%
	Receipts	500,000.00	108,500.04	7,901.84	3,800.07										120,201.95	379,798.05	24.04%
	Loan Balance to Gen. Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**Outstanding**		
	Loan Repayment from GF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Cash Balance	**67,862.54**	**140,688.16**	**148,078.28**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**	**146,407.71**			
12	**Student Fees**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	50,000.00	308.56	1,910.75	11,737.67										13,956.98	36,043.02	27.91%
	Receipts	36,000.00	6,539.10	4,450.85	240.00										11,229.95	24,770.05	31.19%
	Cash Balance	**59,806.61**	**66,037.15**	**68,577.25**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**	**57,079.58**			
10	**Cooperative Fund**	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Expenditures	150,000.00	3,864.66	3,907.02	3,672.12										11,443.80	138,556.20	7.63%
	Receipts	75,000.00	0.00	3,695.99	3,439.74										7,135.73	67,864.27	9.51%
	Cash Balance	**7,219.60**	**3,354.94**	**3,143.91**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**	**2,911.53**			
	Cash Balance	**Budgeted/Beginning**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**Year to Date**	**Balance**	**% Spent/Rec**
	Cash Balance	**7,489,216.72**	**10,326,962.32**	**9,251,537.04**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**	**8,201,315.99**			

2017-18 School Year

01	General Fund	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	SPED Expenditures	1,009,565.00	156,492.05	218,162.37	248,137.88	230,655.95	235,850.34	215,902.61	239,021.20	260,466.13	238,035.85	228,713.34	216,441.28	147,591.11	2,635,470.11	(1,625,905.11)	261.05%
	Non-SPED Expenditures	19,391,330.00	1,386,716.37	1,551,219.88	1,443,283.25	1,357,173.36	1,397,666.18	1,433,720.79	1,404,394.91	1,335,282.50	1,682,190.22	1,706,101.33	1,447,685.56	1,616,073.42	17,761,507.77	1,629,822.23	91.60%
	Total Expenditures	20,400,895.00	1,543,208.42	1,769,382.25	1,691,421.13	1,587,829.31	1,633,516.52	1,649,623.40	1,643,416.11	1,595,748.63	1,920,226.07	1,934,814.67	1,664,126.84	1,763,664.53	20,396,977.88	3,917.12	99.98%
	Total Receipts	20,046,234.00	4,269,068.23	812,931.69	404,661.44	683,867.94	2,829,527.97	968,000.97	1,614,261.92	1,882,637.98	5,392,764.13	594,899.27	73,390.13	1,434,937.34	20,960,949.01	(914,715.01)	104.56%
	Monthly Inter-Fund Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
	Cash Balance	**2,074,988.65**	**4,800,848.46**	**3,844,397.90**	**2,557,638.21**	**1,653,676.84**	**2,849,688.29**	**2,168,065.86**	**2,138,911.67**	**2,425,801.02**	**5,898,339.08**	**4,558,423.68**	**2,967,686.97**	**2,638,959.78**			

02	Depreciation Fund	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	850,000.00	4,800.00	0.00	0.00	14,140.15	62,250.00	0.00	4,800.00	54,604.55	(1,216.60)	5,100.00	5,894.00	210,465.93	360,838.03	489,161.97	42.45%
	Receipts	157,467.00	161.30	174.31	238.95	189.11	279.59	233.40	171.18	189.49	287.27	169.15	183.59	256.75	2,534.09	154,932.91	1.61%
	Loan to General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Outstanding		
	Loan Repayment from GF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Cash Balance	**658,260.92**	**653,622.22**	**653,796.53**	**654,035.48**	**640,084.44**	**578,114.03**	**578,347.43**	**573,718.61**	**519,303.55**	**520,807.42**	**515,876.57**	**510,166.16**	**299,956.98**			

03	Employee Benefit	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	145,560.00	8,998.02	4,544.47	4,177.99	5,637.12	11,896.36	9,884.67	9,119.29	12,077.19	7,913.26	2,729.52	4,599.96	7,268.83	88,846.68	56,713.32	61.04%
	Receipts	85,641.00	25,469.17	5,470.17	5,478.55	5,470.17	5,470.22	5,488.57	5,470.22	5,470.11	5,488.10	5,470.11	5,470.22	5,488.62	85,704.23	(63.23)	100.07%
	Cash Balance	**60,601.99**	**77,073.14**	**77,998.84**	**79,299.40**	**79,132.45**	**72,706.31**	**68,310.21**	**64,661.14**	**58,054.06**	**55,628.90**	**58,369.49**	**59,239.75**	**57,459.54**			

04	QCPUF	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	3,150,000.00	0.00	0.00	0.00	119,710.00	0.00	0.00	0.00	15,000.00		119,210.00	0.00	0.00	253,920.00	2,896,080.00	8.06%
	Receipts	712,719.00	112,403.66	9,913.45	114,198.79	8,673.62	55,008.93	11,161.52	31,085.77	43,681.12	280,967.49	25,891.86	2,817.73	27,992.69	723,796.63	(11,077.63)	101.55%
	Cash Balance	**2,769,624.79**	**2,882,028.45**	**2,891,941.90**	**3,006,140.69**	**2,895,104.31**	**2,950,113.24**	**2,961,274.76**	**2,992,360.53**	**3,021,041.65**	**3,302,009.14**	**3,208,691.00**	**3,211,508.73**	**3,239,501.42**			

05	Activities	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	500,000.00	23,566.44	75,942.55	38,474.19	33,610.85	21,666.86	68,329.65	15,969.80	70,054.01	43,962.54	23,291.13	16,930.10	46,850.76	478,648.88	21,351.12	95.73%
	Receipts	509,000.00	48,842.10	41,422.14	26,714.73	68,264.88	44,055.66	27,950.26	37,150.80	49,650.39	45,654.74	20,419.41	11,416.75	61,918.82	483,460.68	25,539.32	94.98%
	Cash Balance	**353,355.85**	**378,631.51**	**344,111.10**	**332,351.64**	**367,005.67**	**389,394.47**	**349,015.08**	**370,196.08**	**349,792.46**	**351,484.66**	**348,612.94**	**343,099.59**	**358,167.65**			

06	School Lunch	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	1,095,000.00	118,197.35	107,040.04	124,008.58	93,523.45	94,459.44	99,656.52	106,022.69	96,200.40	96,543.28	58,666.05	41,774.05	48,824.64	1,084,916.49	10,083.51	99.08%
	Receipts	1,033,000.00	90,040.36	123,694.88	131,577.96	117,236.52	93,053.31	108,348.81	122,828.67	115,021.70	111,250.20	53,052.35	15,232.81	28,106.26	1,109,443.83	(76,443.83)	107.40%
	Cash Balance	**129,157.30**	**101,000.31**	**117,655.15**	**125,224.53**	**148,937.60**	**147,531.47**	**156,223.76**	**173,029.74**	**191,851.04**	**206,557.96**	**200,944.26**	**174,403.02**	**153,684.64**			

07	Bond	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	575,000.00	0.00	0.00	0.00	392,252.50	0.00	0.00	0.00	0.00		61,185.00	0.00	0.00	453,437.50	121,562.50	78.86%
	Receipts	501,092.00	101,012.24	16,266.75	5,819.44	7,532.25	45,968.75	13,599.38	31,875.67	41,655.93	167,356.51	8,864.99	485.66	24,794.95	465,232.52	35,859.48	92.84%
	Cash Balance	**594,802.94**	**695,815.18**	**712,081.93**	**717,901.37**	**333,181.12**	**379,149.87**	**392,749.25**	**424,624.92**	**466,280.85**	**633,637.36**	**581,317.35**	**581,803.01**	**606,597.96**			

08	Special Building	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	1,250,000.00	14,760.99	198,633.25	198,238.86	60,722.94	0.00	20,929.02	235,684.62	64,072.44	77,281.69	70,372.64	75,926.78	148,239.70	1,164,862.93	85,137.07	93.19%
	Receipts	400,587.00	165,811.14	57,669.19	3,110.62	37,105.50	43,691.56	8,655.96	23,925.30	60,063.86	132,655.99	147,109.30	507.14	19,700.60	700,006.16	(299,419.16)	174.75%
	Loan Balance to Gen. Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Outstanding		
	Loan Repayment from GF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Cash Balance	**532,719.31**	**683,769.46**	**542,805.40**	**347,677.16**	**324,059.72**	**367,751.28**	**355,478.22**	**143,718.90**	**139,710.32**	**195,084.62**	**271,821.28**	**196,401.64**	**67,862.54**			

09	Student Fees	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	50,000.00	0.00	1,095.00	4,307.16	1,779.00	268.00	376.49	835.00	442.54	3,191.04	3,366.80	1,319.00	506.00	17,486.03	32,513.97	34.97%
	Receipts	36,000.00	5,302.00	4,188.00	834.00	877.00	891.00	724.00	1,794.30	3,853.99	5,917.00	50.00	0.00	7,396.75	31,828.04	4,171.96	88.41%
	Cash Balance	**45,464.60**	**50,766.60**	**53,859.60**	**50,386.44**	**49,484.44**	**50,107.44**	**50,454.95**	**51,414.25**	**54,825.70**	**57,551.66**	**54,234.86**	**52,915.86**	**59,806.61**			

00	Cooperative Fund	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Expenditures	150,000.00	3,846.57	8,551.96	3,917.27	3,874.25	3,902.52	11,805.72	11,872.33	11,828.26	11,828.94	13,984.94	12,638.17	12,762.00	110,812.93	39,187.07	73.88%
	Receipts	75,000.00	0.00	12,000.00	0.00	0.00	2,281.00	11,918.91	0.00	6,838.24	5,218.47	25,000.00	11,446.78	1,228.85	75,932.25	(932.25)	101.24%
	Cash Balance	**42,100.28**	**38,253.71**	**41,701.75**	**37,784.48**	**33,910.23**	**32,288.71**	**32,401.90**	**20,529.57**	**15,539.55**	**8,929.08**	**19,944.14**	**18,752.75**	**7,219.60**			

	Cash Balance	Budgeted/Beginning	September	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Balance	% Spent/Rec
	Cash Balance	**7,261,076.63**	**10,361,809.04**	**9,280,350.10**	**7,908,439.40**	**6,524,576.82**	**7,816,845.11**	**7,112,321.42**	**6,953,165.41**	**7,242,200.20**	**11,230,029.88**	**9,818,235.57**	**8,115,977.48**	**7,489,216.72**			

SCHUYLER COMMUNITY SCHOOLS
Treasurer's Report
Fiscal Year 2019

GENERAL FUND	Nov-18	YTD 2018-19
Beginning Cash Balance	**3,967,652.62**	**2,562,440.43**
Receipts:		
Colfax county Local District Tax	143,001.69	3,860,583.72
Butler county Local District Tax	34,338.08	508,826.95
Interest	2,473.88	6,715.38
License Fees		300.00
Rent of Facility		0.00
Curriculum Receipts		0.00
Other Local Receipts		0.00
ESU Receipts		0.00
State Aid	327,782.00	983,346.00
Special Education		0.00
SPED Transportation		0.00
State Apportionment		0.00
Distant Ed Incentive		0.00
Six Pence		0.00
Other State Receipts		0.00
High Ability Learner		13,702.00
Title 1 Part A		4,008.00
Title I part B	2,550.00	2,550.00
Title I, SIG	63,523.92	63,523.92
Title II, Part A - Staff	19,240.00	19,240.00
SPED IDEA Base		0.00
SPED Preschool		0.00
SPED IDEA, Part B Enroll		0.00
SPED Ed IDEA CEIS		0.00
SPED non public		0.00
Medicaid in the Public Schools - MIPS		0.00
NASB MEDICAID Reimbursements		0.00
Carl Perkins Fund		0.00
E-Rate Reimbursement		15,411.60
Migrant		0.00
Title III	802.00	802.00
Title III Immigrant		0.00
21st Century Grant	53,859.61	53,859.61
EducationQuest Grant		0.00
Buffett Foundation		0.00
Scott Foundation Grant - Child Well Being		0.00
Insurance Adjustments		0.00
Sale of Property		0.00
Other Non Revenue		0.00
Transfers in		0.00
Total Receipts	**647,571.18**	**5,532,869.18**
Non-program Receipts		
Non-program Receipts		0.00
Lunch & Coop Fund Reimbursements	27,921.19	82,279.33
Subtotal	**27,921.19**	**82,279.33**
Transfers from CD		
Transfers IN/OUT Money Market Accounts	1,000,000.00	3,500,000.00
Total Receipts & Transfers	**1,675,492.37**	**9,115,148.51**
General Fund Cash	**5,643,144.99**	**11,677,588.94**
General Fund Disbursements	-1,908,802.63	-5,443,246.58

Transfers In/Out Money Market Accounts	-1,000,000.00	-3,500,000.00
Prior Period Adjustment (Voided Checks)		0.00
Total Disbursements	**-2,908,802.63**	**-8,943,246.58**
Ending Book Balance	**2,734,342.36**	**2,734,342.36**
INVESTMENT ACCOUNTS BALANCES:		
GENERAL FUND CD's (BALANCE CARRIED FC	**76,606.14**	**76,519.35**
CD Cashed out		**0.00**
Interest on CD		**86.79**
Total CD BALANCE	**76,606.14**	**76,606.14**
TOTAL GENERAL FUND CASH BALANCE	**2,810,948.50**	**2,810,948.50**
SPECIAL BUILDING FUND		
Beginning Cash Balance	**148,078.28**	**67,862.54**
Colfax County Tax Collection	2,834.73	105,821.85
Butler County Tax Collection	902.52	14,268.89
School Project Support Donations		0.00
Sale of Property		0.00
Interest	62.82	111.21
REC building Project		0.00
Sale of Property		0.00
Non-revenue receipts		0.00
Total before non-program receipts	**3,800.07**	**120,201.95**
Non-program Receipts/transfers		90,000.00
Total Monthly Receipts	**3,800.07**	**210,201.95**
Cashed CD's		0.00
Total Building Fund Cash	**151,878.35**	**278,064.49**
Disbursements & Transfers:		
Total Expenditures	(5470.64)	-41656.78
Non-program Expenditures		-90000.00
Total Disbursements	**(5,470.64)**	**-131656.78**
Ending Balance	**146,407.71**	**146,407.71**
Special Building Fund Investment Accounts		
CD's Beginning Balance (58367, 800012316, 800012316)		**0.00**
CD's Purchased		0.00
CD's Purchased with Bond Dollars		0.00
Interest on CD		
Total Special Building Fund Investments	**0.00**	**0.00**
Total Special Building Fund	**146,407.71**	**146,407.71**
BOND FUND ACCOUNT		
Beginning Balance Pinnacle Bank	**753,636.14**	**606,597.96**
New Bond K-3 2007 tax collections	4,718.21	151,605.89
Interest	93.12	243.62
		0.00
Total	**4,811.33**	**151,849.51**
Bond Payment		0.00
Expenditures		**0.00**
Balance 2007 bonds	**758,447.47**	**758,447.47**
Beginning Balance - County Treasurer		**0.00**
Old Bond - WW 1993 - Held by Colfax Co Treasurer		0.00
Transfers		0.00

Total Old Bond Balance		**0.00**
Beatrice Bank Holding funds		**0.00**
Total Bond Fund Balance	**758,447.47**	**758,447.47**
DEPRECIATION FUND SAVINGS		
Beginning Balance Checking accounts	**194,119.53**	**214,036.85**
Receipts		0.00
Interest on Money Market Account	79.42	255.07
Non-program receipts		
Total	**194,198.95**	**214,291.92**
Disbursements	-2,514.97	-22,607.94
Transfers		
Non-program disbursements		
Ending Balance Cash account/Money Market Ac	**191,683.98**	**191,683.98**
DEPRECIATION FUND INVESTMENTS:		
Beginning Balance (800011254, 800012522, 583	**85,920.13**	**85,920.13**
CD's		**0.00**
Interest	140.77	**140.77**
Ending Balance Investments	**86,060.90**	**86,060.90**
Total Depreciation Funds	**277,744.88**	**277,744.88**
QUALIFIED CAPITAL PURPOSE BONDS		
Beginning balance	**3,391,739.35**	**3,239,501.34**
PINNACLE BANK (initial deposit+interest)		
Colfax County Tax Collections	3,582.83	135,979.05
Butler County Tax Collections	1,140.79	18,036.45
Interest & Transfers	2,801.38	5,747.51
US Treasury Receipts	111,818.98	111,818.98
Total Monthly Receipts	**119,343.98**	271,581.99
Transfers		0.00
Payments/Transfer of interest	**0.00**	0.00
Disbursements		
Fund Balance	**3,511,083.33**	**3,511,083.33**
EMPLOYEE BENEFITS FUND		
Beginning Balance	**52,312.82**	**44,091.68**
Deposits	5,694.85	37,583.55
Total Revenue	**58,007.67**	**81,675.23**
Disbursements & Transfers:	-9,067.67	-32,735.23
Ending Balance	**48,940.00**	**48,940.00**
EMPLOYEE BENEFITS FUND INVESTMENTS:		
Beginning Balance (800010018; 55375)	**13,367.86**	**13,367.86**
SCS CD's	18.53	18.53
Ending Balance	**13,386.39**	**13,386.39**
Total Employee Benefits Funds Investments	13,386.39	13,386.39
Total Employee Benefits Funds	**62,326.39**	**62,326.39**
SCS STUDENT FEES		
Beginning Balance	**68,577.25**	**59,806.61**
Receipts	240.00	11,229.95
Total	**68,817.25**	**71,036.56**

Disbursements	-11,737.67	-13,956.98
Ending Balance	**57,079.58**	**57,079.58**

SCS ACTIVITY FUND		
Beginning Balance	**326,679.66**	**358,167.65**
Receipts	73,502.89	147,681.51
Total	**400,182.55**	**505,849.16**
Disbursements	-22,504.43	-128,171.04
Ending Balance	**377,678.12**	**377,678.12**

Lunch Fund		
Beginning Balance Checking accounts	**169,703.27**	**153,684.64**
Receipts	130,915.31	355,998.39
Interest	33.64	95.68
non-program receipts	25.70	25.70
Total Cash	**300,677.92**	**509,804.41**
Disbursements	-103,989.52	-313,116.01
non-program expenses		0.00
Total Expenditures	-103,989.52	-313,116.01
Total Lunch Funds	**196,688.40**	**196,688.40**

SCS COOPERATIVE FUND		
Beginning Balance	**3,143.91**	**7,219.60**
Receipts	3,439.74	7,135.73
Total	**6,583.65**	**14,355.33**
Disbursements	-3,672.12	-11,443.80
Ending Balance	**2,911.53**	**2,911.53**

Submitted By:

Charles P. Misek, Treasurer

SCHUYLER COMMUNITY SCHOOLS

Revenue Summary Report

FY 2019

For the Month of NOVEMBER 2018

Account	BUDGET 2018-19	Nov-18	2018-19 YTD TOTALS	Percent Collected
Tax Collections	13,958,334.00	177,339.77	4,369,410.67	31.30%
Tuition Rec'd Other Districts	-		-	0.00%
Interest earned on Local Receipts	1,000.00	2,473.88	6,802.17	680.22%
CD Interest	17,500.00		-	0.00%
License Fee	3,500.00		300.00	-
Community Service Activities	3,000.00		-	-
Grants from Corp & other private			-	-
Other Local Receipts	19,118.00		-	0.00%
ESU Receipts	2,000.00		-	0.00%
State Aid	3,277,820.00	327,782.00	983,346.00	30.00%
Sp Ed Programs	558,000.00		-	0.00%
Sp Ed Transportation	4,000.00		-	0.00%
State Apportionment	261,975.00		-	0.00%
Other State/Distance Learning Education			-	
High Ability Learner	6,500.00		13,702.00	210.80%
Six Pence	135,000.00		-	0.00%
Other State	5,000.00		-	0.00%
Title I, Part A	200,000.00		4,008.00	0.00%
Title I, part B	400,000.00	2,550.00	2,550.00	0.00%
Title I - School Improvement Grant	886,985.00	63,523.92	63,523.92	0.00%
Title IIA	40,000.00	19,240.00	19,240.00	48.10%
Title IIA, ESU7 Consortium	-		-	0.00%
IDEA, to age 5	82,576.00		-	0.00%
Sp Ed - Base	250,000.00		-	0.00%
Sp Ed-Part B Funds Enrollment	47,595.00		-	0.00%
Sp Ed - CEIS	45,000.00		-	0.00%
Sp Ed - Non public			-	0.00%
Medicaid in Public schools	10,000.00		-	0.00%
NASB NEBMAC MEDICAID	40,000.00		-	0.00%
Carl Perkins	5,000.00		-	0.00%
E-Rate Reimbursement	57,000.00		15,411.60	27.04%
Migrant	-		-	
Title III	80,000.00	802.00	802.00	1.00%
Title III Immigrant	5,000.00		-	0.00%
21st Century Grant	272,109.00	53,859.61	53,859.61	0.00%
Save the Children Buffett Foundation			-	
Education Quest	-		-	0.00%
Scott Grant - Child Well Being			-	
Debt Services			-	0.00%
Insurance Adjustments	-		-	0.00%
Sale of Property	-		-	0.00%
Other Non Revenue Receipts			-	0.00%
Total Program Receipts	**20,674,012.00**	**647,571.18**	**5,532,955.97**	26.76%
Non Program Receipts				
Non Program Receipts	-			
Lunch, Coop Payroll or Reimb	-	27,921.19		
	-			
Total Receipts	**20,674,012.00**	**675,492.37**	**5,532,955.97**	
Total Budgeted Beginning Cash	2,839,507.00			

Total Resources Available	**23,513,519.00**			
Audit adjustments				
OTHER FUND RECEIPTS				
Depreciation Fund Receipts	384,272.00	220.19	395.84	0.10%
Employee Benefits Fund Receipts	88,100.46	5,713.38	37,602.08	42.68%
Qualified Capital Purpose Fund	706,000.00	119,343.98	271,581.99	38.47%
Activities Fund Receipts	141,832.35	73,502.89	147,681.51	104.12%
Lunch Fund Receipts	1,006,315.36	130,948.95	356,094.07	35.39%
Bond Fund	50,000.00	4,811.33	151,849.51	303.70%
Special Bldg Fund	50,000.00	3,800.07	120,201.95	240.40%
Cooperative Fund	75,000.00	3,439.74	7,135.73	9.51%
Student Fee Receipts	36,000.00	240.00	11,229.95	31.19%
TOTAL OTHER FUND RECEIPTS	**2,537,520.17**	**342,020.53**	**1,103,772.63**	
Beginning Balances	4,850,256.94			
TOTAL SCS FUND RECEIPTS	***30,901,296.11***	**1,017,512.90**	**6,636,728.60**	
Transfer				
General Fund	-	1,000,000.00	3,500,000.00	
Depreciation Fund			50,000.00	
Employee Benefits			-	
Qualified Capital Purpose Fund			-	
Activity Fund			-	
Lunch Fund			-	
Bond Fund			-	
Special Building Fund			90,000.00	
Cooperative Fund				
Student Fees Fund			-	
TOTAL TRANSFERS		**1,000,000.00**	**3,640,000.00**	
TOTAL SCS RECEIPTS WITH TRANSFERS		**2,017,512.90**	**10,276,728.60**	

SCHUYLER COMMUNITY SCHOOLS
EXPENDITURE SUMMARY
FISCAL YEAR 2019
Monthly Expenditures

Account	2018-19 Budget	Nov-18	YTD 2018-19	Percent 2018-19
Regular Instructional Programs	11,992,000.00	966,728.95	2,827,879.89	23.58%
Special Education Instructional Programs	1,048,005.00	163,318.58	478,152.52	45.63%
Summer School	42,000.00	-	346.63	0.83%
Support Services-Pupils	950,000.00	42,038.34	140,085.02	14.75%
OT/PT/Speech/Vision	50,000.00	-	52,198.01	104.40%
Support Services-Staff	652,415.00	83,060.10	259,822.79	39.82%
General Administration	500,000.00	48,292.07	123,472.04	32.27%
Office Of The Principal	850,000.00	86,644.34	274,280.43	41.85%
Support Services-Business	150,800.00	13,921.52	63,106.40	41.85%
Furniture and Equipment	36,400.00	300.84	6,609.24	18.16%
Support Services-Maintenance & Operation	1,638,256.00	156,211.55	518,760.34	31.67%
Support Services-Pupil Transportation	75,320.00	12,274.90	43,230.26	57.40%
Community Services	40,000.00	10,142.34	21,293.66	53.23%
State Categorical Programs	385,400.00	56,729.80	99,704.63	25.87%
Federal Programs	2,195,423.00	241,218.11	452,025.39	20.59%
Debt Service	232,500.00		-	0.00%
Transfers	100,000.00		-	0.00%
Total Program Expenditures	**20,938,519.00**	**1,880,881.44**	**5,360,967.25**	**25.60%**
Non Prog. Expenditures - Misc			-	
Non Prog. Expenditures - Lunch & Coop		27,921.19	82,279.33	
Total Expenditures	**20,938,519.00**	**1,908,802.63**	**5,443,246.58**	
Budgeted Cash Reserve	2,575,000.00			
Total Requirements	**23,513,519.00**	**1,908,802.63**	**5,443,246.58**	
OTHER FUND DISBURSEMENTS				
Depreciation Fund Disbursements	850,000.00	2,514.97	22,607.94	2.66%
Employee Benefits Fund Disbursements	145,560.00	9,067.67	32,735.23	22.49%
Qualified Capital Purpose Fund	3,650,000.00	-	-	0.00%
Activities Fund Disbursements	500,000.00	22,504.43	128,171.04	25.63%
Lunch Fund Disbursements	1,160,000.00	103,989.52	313,090.31	26.99%
Bond Fund	575,000.00	-	-	0.00%
Special Bldg Fund Disbursements	1,075,000.00	5,470.64	41,656.78	3.88%
Cooperative	150,000.00	3,672.12	11,207.05	7.47%
Student Fee Disbursements	50,000.00	11,737.67	13,956.98	27.91%
	8,155,560.00	158,957.02	563,425.33	6.91%
Other fund Cash Reserves	500,000.00			
TOTAL DISTRICT'S DISBURSEMENTS	**32,169,079.00**	**2,067,759.65**	**6,006,671.91**	
Transfer funds				
General Fund		1,000,000.00	3,500,000.00	
Depreciation Fund			50,000.00	
Employee Benefits			-	
Qualified Capital Purpose Fund			-	
Activity Fund			-	
Lunch Fund Transfers			-	
Bond Fund			-	
Special Building Fund			90,000.00	
Cooperative Fund			-	
Student Fees Fund			-	
Transfer funds		**1,000,000.00**	**3,640,000.00**	
TOTAL DISTRICT EXPENDITURES		**3,067,759.65**	**9,646,671.91**	

SCHUYLER COMMUNITY SCHOOLS
LUNCH PROGRAM
BUDGET TO ACTUAL
FISCAL YEAR 2019

Receipts:	Budget 2018-2019	November 2018	YTD Actual 2018-2019	% of Budget
Sale of Meals	165000.00	22213.29	63190.71	38.30%
Interest	20.00	33.64	95.68	478.40%
State Reimbursement	5000.00		0.00	0.00%
Federal Reimbursement	836295.36	108702.02	292807.68	35.01%
Other Non-Revenue Income	0.00		0.00	
Transfer	0.00		0.00	
Non-program receipts	0.00		0.00	0.00%
Total Receipts	**1006315.36**	**130948.95**	**356094.07**	**35.39%**
Beginning Cash	153684.64			
Transfer between accts				
Total Receipts & Beg. Cash	**1160000.00**			
Expenditures				
Regular Salaries	375000.00	26022.81	76798.60	20.48%
Substitute Salaries	10000.00	1067.70	2937.30	29.37%
Employee Benefits	150000.00	14413.92	42982.28	28.65%
Contracted Services	1000.00		0.00	0.00%
Gas & Van Service	1000.00		262.36	26.24%
Food	590000.00	58412.01	175150.20	29.69%
Supplies & Materials	23000.00	2490.60	8954.23	38.93%
Equipment	5000.00		1356.83	0.00%
Equipment Repair	3000.00	1305.04	4061.34	
Miscellaneous	2000.00	277.44	587.17	29.36%
Non-program Expenditures	0.00		0.00	0.00%
Total Expenditures	**1160000.00**	**103989.52**	**313090.31**	**26.99%**
Necessary Cash Reserves	**0.00**			
TOTAL REQUIREMENTS	**1160000.00**			
Transfers back between accts				
Revenue over Expenses		**26,959.43**	**43,003.76**	

5-DAY ITINERARY

Day 1: Boston

- Arrive in Boston
- Visit the Museum of Fine Arts
- Take a walking tour of Boston: Newbury Street, Public Garden, Boston Common, Beacon Hill, Public Library, *Cheers*
- Enjoy dinner at Quincy Market
- Explore the North End

Day 2: Boston • Lexington and Concord • Cambridge

- Enjoy a guided sightseeing tour of Boston: Paul Revere House, *USS Constitution*, Old North Church, Bunker Hill, Freedom Trail
- Enjoy a guided sightseeing tour of Lexington and Concord: Lexington Battle Green, Old North Bridge, Author's Row, Orchard House or Old Manse
- Explore Harvard Square

Day 3: New York City

- Travel to New York City
- Enjoy a guided sightseeing tour of New York: SoHo, Greenwich Village, New York University, Hell's Kitchen
- View the Empire State Building by night

Day 4: New York City

- Visit the 9/11 Memorial and Museum
- Explore Chinatown and Little Italy
- Take the Circle Line Statue of Liberty Cruise
- Experience Times Square
- Attend a Broadway show

Day 5: New York City • Return home

- Visit the Metropolitan Museum of Art
- Explore Central Park
- Depart for home

EAST COAST RIVALS: BOSTON VS. NEW YORK

LED BY SHANDA HALL
SCHUYLER MIDDLE SCHOOL

Beacon Hill or SoHo? The North End or Little Italy? Neighborhood by neighborhood, you'll explore what makes these rival East Coast cities different, and learn to appreciate their distinct cultures and histories.

WHAT'S INCLUDED

- Airfare and transportation
- Hotel accommodations
- Overnight security
- Breakfast, lunch, and dinner
- All gratuities
- Guided tours and activities
- Full-time Tour Director
- Illness and accident coverage
- Traveler Support Team
- 24-hour emergency assistance
- weShare—accredited learning

POTENTIAL TOUR DEPARTURE DATES:	DEPARTURE CITY:	ENROLL ONLINE:
MAY. 25, 2020 — MAY. 29, 2020	OMAHA	EFEXPLOREAMERICA.COM/[redacted]

NEW CONSTRUCTION AND IMPROVEMENTS TO THE EXISTING BUILDINGS

Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat §§ 13-2901, et seq. - Construction Delivery Method

1. ***Introduction***: The Board of Education has determined that it is in the best interests of the School District to take all necessary action in order to authorize the School District to enter into a construction management at risk (CMR) contract for purposes of allowing the School District to avail itself of the construction management at risk construction delivery method and process pursuant to Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et seq. (hereinafter "PSCA Act"). Pursuant to the PSCA Act, the Board of Education hereby adopts the following policies for entering into a construction management at risk contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction management at risk contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) provides services as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project; (b) assumes the legal responsibility to deliver a construction project for a contracted price, also known as a "guaranteed maximum price" or "GMP"; and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the construction management at risk contract;

B. "Construction Manager" or "CMR" means the legal entity which proposes to enter into a construction management at risk contract under this policy;

C. "Proposal" means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project under this policy;

D. "Request for Proposals" means the documentation by which the School District solicits proposals.

3. ***Board Selection of CMR Method and Process and Direction to Prepare RFP***: The Board of Education of the School District shall adopt a resolution to select the construction management at risk under the PSCA Act as the method and process of construction delivery of the specific project and authorize and direct the Administration of the School District in conjunction with the architecture or engineering firm retained for the specific project to prepare a request for proposals in accordance with the PSCA Act and this policy.

4. ***Duties of Architect and/or Engineer for the Project***: Prior to proceeding with any construction project under the PSCA Act exceeding a total anticipated cost equal to or in excess of the amount established in Neb. Rev. Stat. § 81-3445, as amended from time to time, the School District shall retain the services of an architect and/or engineer for such project, to provide design services including the preparation of plans, specifications, and estimates, and

observe construction. If the Board of Education selects the construction management at risk method of construction delivery under the PSCA Act, such services shall include consultation and participation in the evaluation of proposals received for such position, and participation on the selection committee for the position of construction manager at risk provided for in the PSCA Act.

5. ***Procedures for the Preparation and Content of Requests for Proposals:*** The Administration, in consultation with School District legal counsel and the project architect and engineer, shall prepare the request for proposals for the position of construction manager at risk under the PSCA Act. The School District shall prepare a request for proposals for each construction management at risk contract in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The request for proposals shall include the following documents:

A. Notice to Construction Management firms of the School District's request for proposals which shall establish (1) the day of any pre-proposal conference; (2) the day upon which such proposals shall be returned, received, or opened, as provided by other statutes; and, (3) the hour at which such proposals shall close, or be received or opened, and they shall also provide that such proposals shall be immediately and simultaneously opened in the presence of the proposers, or representatives of the proposers, when the hour is reached for the proposals to close;

B. Invitation to submit proposals and instructions to prospective construction management at risk firms, which shall include:

(1) An invitation to submit proposals with a brief description of the project, instructions to proposers, and standard notices and reservations of rights as follows:

"NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract."

And,

"The School District reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received."

The School District further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of

which is determined by the School District to be necessary for the successful performance of the contract."

(2) A description of the scope and nature of the project, the project site, the project schedule and estimated budget;

(3) Requirements for the proposal, including:

(a) A description of the CMR's project team and organization of such team;

(b) Fee proposal, if required by the School District as part of the RFP;

(c) A description of the limitations, if any, on expenses to be reimbursed;

(d) Insurance and surety bond requirements;

(e) Preliminary project schedule;

(4) Description of the general scope of services to be provided by the CMR, which may include:

(a) Project financing phase informational services;

(b) Scope of project definition;

(c) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages;

(d) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(e) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(f) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

(5) Information of pre-proposal conference, if any required, and attendance requirements at such conference.

(6) Proposal procedure, including:

(a) Questions and clarification or interpretations of the proposal documents;

(b) Method of handling addenda to proposal documents;

(c) Procedure for modification or withdrawal of proposals;

(d) Proposal due date and opening including date, time, location and methods of submittal of proposals;

(e) Selection team;

(f) Selection procedure and evaluation criteria and the relative weight of each criterion;

(g) Interview process;

(h) Contract negotiation process;

(i) Contract execution process.

C. Agreement between Colfax County School District 19-0123, a/k/a Schuyler Community Schools, and the construction manager at risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et seq., prepared by School District legal counsel.

D. General Conditions of the Contract for Construction where the Construction Manager is at Risk;

E. Payment and performance bond and guaranteed maximum price bond requirements for the construction manager at risk;

F. Insurance requirements which shall provide that the construction manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the construction manager from claims set forth below which may arise out of or result from the construction manager's operations under the contract and for which the construction manager may be legally liable, whether such operations be by the construction manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(6) Claims for damages because of bodily injury, death of a person or property damage arising out of School District ownership, maintenance or use of a motor vehicle; and

(7) Claims involving contractual liability insurance applicable to the construction manager's obligations.

G. The CMR organizational chart; and,

H. Policies adopted by the School District governing the CMR construction process.

6. ***Procedure and Standards to be Used to Pre-qualify Construction Manager Candidates***: The procedures and standards to be used to pre-qualify construction managers will evaluate prospective construction managers based upon the information submitted to the School District in response to the request for proposals, and an evaluation of such information by the Selection Committee based upon the criteria for evaluation of proposals and the relative weight to be given each criterion.

7. ***Procedures and Standards for Preparing and Submitting Proposals***:

A. Notices: The prospective construction managers shall be provided the following notices regarding the project and its legal parameters:

(1) NOTICE: THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. §§ 13-2901 et seq.

(2) NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration,

evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

(3) Notice of the following provisions related to the request for proposal process:

(a) Attendance at pre-proposal conference (if required).

(b) A process for answering pre-proposal questions or requiring clarification or interpretation of the proposal documents.

(c) A process to provide for interpretations, corrections, and changes of the request for proposal documents to be made by addendum.

(d) A notice providing that:

(i) A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each proposer so agrees in submitting a proposal.

(ii) A submitted proposal may be modified or withdrawn prior to the time and date designated for receipt of proposals by notice to the party receiving proposals at the place designated for receipt of proposals; such notice shall be in writing over the signature of the proposer.

(iii) A withdrawn proposal may be resubmitted up to the date and time designated for the receipt of proposals provided that they are then fully in conformance with the request for proposals.

(iv) The proposing firm's signature on the proposal is the proposing firm's guarantee that the content of the proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

(v) Proposals due at a specified date and time must be received at School District's location by the date and time specified to receive consideration. Proposals received after the specified date and time are considered late, and shall not opened.

B. Reservation of Rights:

(1) The School District reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.

(2) The School District further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

C. Requirements For Proposal. The Selection Committee to be approved by the School District's Board of Education will select firms to be interviewed using the evaluation criteria as defined in the Request for Proposals. Each proposer shall be required to submit ten (10) copies of their written proposal, unless more or less are specified in the RFP. Proposals submitted by interested firms must include the following elements:

(1) A description of the CMR's project team and organization of such team;

(2) A description of the CMR's approach to the submission, reporting and approval of expenses to be reimbursed;

(3) A certification of compliance with insurance and surety bond requirements;

(4) A preliminary project schedule;

(5) A narrative of firm's philosophy;

(6) Completion and submission of the questionnaire included in the RFP.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. §§ 13-2910 and 13-2911:*** The School District shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911.

A. Referral to Selection Committee: In evaluating proposals in accordance with Neb. Rev. Stat. § 13-2910, the School District shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include (1) member(s) of the school board, (2) member(s) of the school administration or staff, (3) the school's architect or engineer when evaluating proposals from construction managers under Neb. Rev. Stat. § 13-2910, (4) any person having special expertise relevant to selection of a construction manager under the Political Subdivisions Construction Alternatives Act, and (5) a resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a

financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the School District or the performance-criteria developer.

D. Evaluation Criterion: The selection committee and the School District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion. The actual percentage of total points for each criterion shall be stated in the RFP. The following criteria shall be evaluated, when applicable:

No.	Selection Criteria	Maximum Percent Value
1	The financial resources of the construction manager to complete the project.	10%
2	The ability of the proposed personnel of the construction manager to perform.	30%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager - thirty percent (30%) maximum.	30%
4	The quality of performance on previous projects.	30%
5	The ability of the construction manager to perform within the time specified.	30%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors.	20%
7	The construction manager's proposed efforts schedule for the Project.	20%
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract.	10%
	TOTAL (No more than 100%).	100%

E. Examination of Proposals: Following the opening of the proposals, the Selection Committee will examine the proposals and supporting documentation submitted by all candidates. The selection of the CMR for the Project shall be based upon a careful and objective consideration of the proposals and the ability of each firm submitting a proposal to perform the services described in this Request for Proposals and the requirements of any federal, state, local

laws and regulations and School District policies and regulations that are applicable to the Project.

F. Interviews of Candidates: To further assist the Selection Committee in evaluating each proposal to determine which candidate best meets the criteria in the request for proposals, the Selection Committee Board may at its election determine to interview such candidate(s).

G. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of Neb. Rev. Stat § 84-712.01.

H. Rejection of Proposals: The School District shall have the right to reject any and all proposals. The School District may subsequently solicit new proposals using the same or different project performance criteria.

9. ***Contract Negotiations:***

A. Negotiations with Highest Ranked CMR: The School District shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

B. Negotiations with Second Highest Ranked CMR, etc. If the School District is unable to negotiate a satisfactory contract with the highest ranked construction manager, the School District may terminate negotiations with that construction manager. The School District may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the School District may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the construction manager at risk and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. Insurance and Bonding: The contract shall provide that the CMR shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Proposal; such insurance coverage shall include general liability (Project specific), automobile liability, and workers' compensation. Further, the CMR shall provide the School District with a payment and performance bond for the cost of the services of the CMR and estimated expenses to be reimbursed, and a guarantee bond in the amount of ten percent (10%) of the guaranteed maximum price for the project.

E. Filing of CMR Contract: The School District shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with CMR Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked construction managers, the School District may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

G. Modification of CMR Contract: A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the CMR Contract:***

A. Protest Relation to Solicitation:

(1) Request for Proposals, Notice, and Pre-Proposal Process and Procedures: A CMR candidate seeking to protest the policies adopted by the Board of Education pursuant to the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. § 13-2901, et seq. and the form or content of the request for proposals promulgated by the School District, or the notice of the request for proposal, or any pre-proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the request for proposals.

(2) Proposal Opening, Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the proposal opening.

(3) Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the process and procedures used by the Selection Committee in evaluating and/or ranking the CMR candidates must file such protest within seven (7) calendar days from the date

the Selection Committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the Selection Committee.

B. Negotiation or Execution of CMR Contract: A CMR candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the construction management at risk contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the construction management at risk contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712.

Motion to Approve and Adopt Board Policies for Construction Manager at Risk Selection Construction Delivery Method

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

Rationale

Schuyler Community Schools is considering the design and construction of important additions and renovations to the existing Schuyler Central High School building consisting generally of the addition of a new gymnasium, cafeteria, kitchen, and locker rooms and the renovation, remodeling and conversion of the existing gymnasium to a theater. The School District has determined that the construction delivery method best suited for a project of this size and scale is the construction manager at risk delivery method. The School District also has determined that its current policy relating to the construction manager at risk deliver method must be revised.

Emergency Situation Statement: The School District desires to begin the process of selecting a construction manager at risk immediately. Timing is crucial to the success of the proposed project and delays could be detrimental. In light of timing and scheduling constraints, the School District determines that an emergency situation exists requiring the need to waive two readings of policy changes under Board Policy 205.02.

Motion

MOTION by _____ that the Board of Education of this School District should, and does hereby waive second reading and approve and adopt the Board of Education policy attached hereto promulgated pursuant to state law entitled, "Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. § 13-2901 et seq. - Construction Delivery Method".

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: _____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion having been consented to by a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____

President, Board of Education

ATTEST:

_____

Secretary

Motion to Approve and Adopt Board Policies for Construction Manager at Risk Selection Construction Delivery Method

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

Rationale

Schuyler Community Schools is considering the design and construction of important additions and renovations to the existing Schuyler Central High School building consisting generally of the addition of a new gymnasium, cafeteria, kitchen, and locker rooms and the renovation, remodeling and conversion of the existing gymnasium to a theater. The School District has determined that the construction delivery method best suited for a project of this size and scale is the construction manager at risk delivery method. The School District also has determined that its current policy relating to the construction manager at risk deliver method must be revised.

Emergency Situation Statement: The School District desires to begin the process of selecting a construction manager at risk immediately. Timing is crucial to the success of the proposed project and delays could be detrimental. In light of timing and scheduling constraints, the School District determines that an emergency situation exists requiring the need to waive two readings of policy changes under Board Policy 205.02.

Motion

MOTION by Varicek that the Board of Education of this School District should, and does hereby waive second reading and approve and adopt the Board of Education policy attached hereto promulgated pursuant to state law entitled, "Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. § 13-2901 et seq. - Construction Delivery Method".

Board member Brabec seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: Brabec, Varricek, Misek, Hild.

The following Board members voted against the same: NONE.

The following Board members were absent or not voting: Hernandez and Semerad.

The above Motion having been consented to by a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 10th day of December in the year 2018 ("Effective Date").
(In words, indicate day, month and year.)

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

Colfax County School District 19-0123, a/k/a Schuyler Community Schools
A political subdivision of the State of Nebraska
401 Adam Street
Schuyler, NE 68661
Tel: 402-352-3527

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

The Clark Enersen Partners, Inc.
a Nebraska corporation
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Tel: 402- 477-9291

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

Schuyler Community Schools Project –Additions and renovations to the existing Schuyler Central High School building and exterior site located at 401 Adam Street, Schuyler, Nebraska, consisting of the following. A new building addition to include an approximately 40,750 total square foot addition for a new gymnasium, cafeteria, kitchen, locker rooms, and mezzanine area. Additional site utilities, paving and improvements would be expected. Furnishings, fixtures and equipment are also needed. The renovation / remodel will convert the existing approximately 11,500 square foot gymnasium to a theater, and will include furnishings, fixtures and equipment.

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

See attached Scope of Project Sheet, Appendix "A". Project financing shall be through the issuance of bonds to be approved by the legal voters of the Owner at the special election anticipated to be held in March 2019.

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

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

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The total budget for all cost and expenses for the Project, including Cost of the Work (inclusive of furnishings, fixtures and equipment), Architect's compensation and reimbursable expenses, Construction Manager at Risk's compensation and reimbursable expenses, and other Project costs and expenses, is approximately $12,500,000.00. The anticipated budget for the Cost of the Work (inclusive of furnishings, fixtures and equipment) is approximately $11,000,000.00.

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

.1 Design phase milestone dates, if any:

March – July, 2019

.2 Construction commencement date:

June 2019

.3 Substantial Completion date or dates:

July 2021

.4 Other milestone dates:

None

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

Construction Manager at Risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et seq., where construction contracts to be awarded by competitive bidding and all construction contracts held by the Construction Manager.

§ 1.1.6
(Paragraphs deleted)
[omitted]

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

Daniel Hoesing, Superintendent of Schools
Schuyler Community Schools
401 Adam Street
Schuyler, NE 68661
Tel: 402-352-3527

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

None

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

.1 Geotechnical Engineer:

To be determined

.2 Civil Engineer:

Not Applicable

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.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None

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

Tim Ripp, AIA
The Clark Enersen Partners, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Tel: 402- 477-9291

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

The Clark Enersen Partners, Inc.

.2 Mechanical Engineer:

The Clark Enersen Partners, Inc.

.3 Electrical Engineer:

The Clark Enersen Partners, Inc.

.4 Civil Engineer:

The Clark Enersen Partners, Inc.

.5 Acoustic Design Consultant:

Partage Group, LLC, d/b/a C&C Consultants
Dominique Cheenne
1640 South 23rd Street
Lincoln NE 68502
Tel: 402- 474-2215

.6 Food Service Design Consultant:

Erickson Sullivan Architects, P.C., d/b/a Foodlines
David Erickson, AIA
110 S. 14th Street, Suite 200
Lincoln, NE 68508
Tel: 402-475-1787

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

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

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None

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

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

.1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.

.2 The termination of this Agreement according to its terms; INCLUDING termination pursuant to paragraphs 9.7 and 11.1.1 in the event the legal voters of the Owner do not approve the bond issue to finance the project; PROVIDED, the Owner, in its sole discretion, may elect to extend the term of this Agreement.

.3 Forty-eight (48) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

(Paragraph deleted)

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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

§ 3.1.7.1 The Architect shall provide the notice required under subsection II.A.1 of the Protocol, Appendix "B", to the SFM Agency within a reasonable time after the Effective Date of this Agreement. Provided that the Architect complies with preceding sentence, the Architect shall not be responsible for or liable to the Owner because of non-compliance with the timing requirements under subsection II.A.1 of the Protocol.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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.1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.

.2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.

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

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

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

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

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

§ 3.5 Bidding Phase Services

§ 3.5.1 General

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

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§ 3.5.2 Competitive Bidding

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

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

.1 preparing Bidding Documents for distribution to prospective bidders

.2 facilitating the distribution of Bidding Documents to prospective bidders, including, requesting the return of Bidding Documents upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

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

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

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

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§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

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§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections for observable or reasonably discoverable defects and/or deficiencies in the Work;

.2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.3 issue Certificates of Substantial Completion;

.4 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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.5 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

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

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

§ 3.7 Upon Certificate of Completion, the Architect shall:

.1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of Substantial Completion.

.2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.

.3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless otherwise specified as an Architect-provided Basic Service, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility. Unless otherwise specifically addressed

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in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	Architect (as Basic Service)
§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	Architect (as Basic Service)
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect (as Basic Service)
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect (as Basic Service)
§ 4.1.1.11	Value analysis	Architect (as Basic Service)
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation beyond that required in Section 3.6	Architect
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Architect (as Basic Service per § 3.6.6.6)
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Architect (as Basic Service per § 3.7)
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect (as Basic Service)
§ 4.1.1.22	Security evaluation and planning	Architect (as Basic Service)
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Architect
§ 4.1.1.26	Multiple bid packages	Architect (as Basic Service)
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect (as Basic Service) for the following: kitchen equipment; gym mounted equipment; theatre seating/stage equipment Architect (as Additional Service) for all other movable equipment

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.29 Other services provided by specialty Consultants—acoustic design and food service equipment and furnishings	Architect (as Basic Service)
(Row deleted)	
§ 4.1.1.30 Other Supplemental Services	Not Provided

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

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

None

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

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

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

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.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 One (1) weekly visit to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

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

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

§ 5.7 [omit]

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

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

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

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

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

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

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include furnishings, fixtures and equipment (FFE), contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's

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methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work by the Architect, or evaluation, prepared or agreed to by the Architect.

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect and the Architect's consultants shall incur no liability

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for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

(Paragraph deleted)

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

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

§ 8.1.4 Architect Indemnity

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

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

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

§ 8.2 Mediation

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

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

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

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

Not Applicable

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

§ 8.3 [omitted]

(Paragraphs deleted)
§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.7
(Paragraphs deleted)
IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 PRE-BOND ELECTION COMPENSATION

§ 11.1.1.1 For Architect's pre-bond issue election services (anticipated in March 2019), Architect shall be compensated on an hourly basis at the applicable hourly rates set forth on Appendix "C" not to exceed the total amount of Zero Dollars ($0.00).

§ 11.1.1.1 IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE, AND IN SUCH EVENT THE ARCHITECT SHALL RECEIVE AS FINAL PAYMENT THE SUMS DUE UNDER THIS SECTION 11.1.1 PLUS ANY EXPENSES TO BE REIMBURSED AS PROVIDED FOR HEREIN. ARCHITECT SHALL NOT BE ENTITLED TO ANY OTHER FEES OR COMPENSATION.

§ 11.1.2 POST-BOND ELECTION COMPENSATION

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Contingent upon successful passage of bond issue election to finance the Project, Architect's compensation shall be as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

FIVE AND THREE QUARTERS PERCENT (5.75%) of the Guaranteed Maximum Price established and agreed upon between the Owner and the Construction Manager at Risk for the Project, as shown on the GMP Amendment to the AIA A133, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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

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

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

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

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

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

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

§ 11.6 When compensation identified in Section 11.1.2 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. The Architect's final compensation shall be adjusted based on the actual Guaranteed

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Maximum Price established and agreed upon at a later date between the Owner and the Construction Manager Construction Manager at Risk for the Project, as shown on the GMP Amendment to the AIA A133.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Architect's hourly rate schedule, Appendix "C:
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

§ 11.8.3 The Architect shall not incur Reimbursable Expenses in excess of the aggregate amount of $8,000.00 without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

§ 11.9
(Paragraphs deleted)
[omit]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services
(Paragraphs deleted)

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

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

§ 12.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of

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the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

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

§ 12.7 Criminal History Record Checks

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

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

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

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

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

.1 The Architect must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

.2 If the Architect indicates on such attestation form that he or she is a qualified alien, the Architect agrees to provide the US Citizenship and Immigration Services documentation required to verify the Architect's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Init.
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.3 The Architect understands and agrees that lawful presence in the United States is required and the Architect may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

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

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

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

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

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

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

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

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 [omitted]

(Paragraphs deleted)

.3 Exhibits:

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

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

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

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

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

SCHUYLER COMMUNITY SCHOOLS, Owner	**THE CLARK ENERSEN PARTNERS, INC., Architect**
(Signature)	*(Signature)*
Richard Brabec, President, Board of Education	Tim Ripp, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

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Appendix "A"
Scope of Project Sheet

1. **Project Scope:** The Project consists of the design and construction additions and renovations to the existing Schuyler Central High School building and exterior site located at 401 Adam Street, Schuyler, Nebraska, consisting of the following. A new building addition to include an approximately 40,750 total square foot addition for a new gymnasium, cafeteria, kitchen, locker rooms, and mezzanine, plus site work and furnishings, fixtures, and equipment. The renovation / remodel is to convert the existing approximately 11,500 square foot gymnasium to a theater, including furnishings, fixtures, and equipment.

2. **Project Schedule:** The School District would anticipate opening the new additions and renovations by the fall of the 2021-22 school year.

3. **Project Budget:** The total budget for all cost and expenses for the Project, including Cost of the Work (inclusive of furnishings, fixtures and equipment), Architect's compensation and reimbursable expenses, Construction Manager at Risk's compensation and reimbursable expenses, and other Project costs and expenses, is approximately $12,500,000.00. It is intended that this Project Budget will be the basis for the bond issue election. The anticipated budget for the Cost of the Work (inclusive of furnishings, fixtures and equipment) is approximately $11,000,000.00.

Appendix "B"

STATE OF NEBRASKA
STATE FIRE MARSHAL

State Fire Marshal – School District - Project Architect
Protocol Agreement for School District Capital Construction Projects

School District:	***Schuyler Community Schools***
Project:	***Additions and Renovations to Schuyler Central High School Building***
Design Firm:	***The Clark Enersen Partners, Inc.***
Deputy Fire Marshal Assigned to Project	***To be determined***
Date of Initiation of Project Financing	***March 2019***
Anticipated Date of Substantial Completion	***July 2021***

The following is a Protocol Agreement to assist the School District and the Design Firm in meeting the SFM Agency Life Safety Code requirements for new construction and additions and renovations to existing facilities. The protocol is based upon a six point process involving the SFM Agency as follows:

I. SFM Agency Protocol:

A. Notice of Proposed Project and Assignment of Deputy State Fire Marshal:

1. The School District and Design Firm shall provide written notification to the SFM Agency of proposed Project, subject to planning and financing by the School District.

2. The SFM Agency shall within ten (10) working days assign a Deputy SFM to the Project; Deputy SFM have assigned inspection area by County and will be assigned to the Project based on the location of the project. Deputy SFM or Delegated Authority have sole jurisdiction over all Life Safety Code inspections and correction orders. Due to workload and circumstances, if another Deputy State Fire Marshal is temporarily assigned to the Project the School District and the Design Firm will be notified.

B. Pre-Bond Issuance or Financing:

1. Deputy SFM inspects existing building(s) prior to bond issue election or other financing process for review of Life Safety Code (LSC) compliance.

2. Deputy SFM writes Pre-Bond Correction Orders identifying deficiencies in existing building(s) and sends to the School District and Design Firm.

3. Correction orders written by the Deputy SFM are included on the first construction documents and/or are discussed at pre-bond financing or other financing conference.

4. The School District and Design Firm shall prepare a Plan of Correction for the correction orders written by the Deputy at the Pre-bond inspection. The Plan of Correction must show dates of completion for each deficiency found at the Pre-bond inspection. **[Note:**

SFM to develop and provide a common list of frequently found LSC issues. The completion time frame will vary based on the circumstances and each facility will be evaluated separately on an individual basis.]

C. Post-Bond Issuance or Financing:

1. Building plans are submitted to SFM Agency Plans Division for review of Life Safety Code (LSC) compliance.

2. SFM Agency Plans Division issues Code Review approval or denial of the plans and specifications for the Project including review of Pre-Bond Correction Orders and confirmation of compliance with such Correction Orders within the plans and specifications.

3. Construction starts with staged Deputy SFM inspections.

4. Construction completed. Final inspection by Deputy SFM for Certificate of Occupancy.

II. School District-Architect/Engineers Protocol:

A. Pre-Bond Issue or Financing Deputy SFM Inspection of Existing Facility and Additions and Renovations Thereto and Proposed Building Site:

1. Timing: Notification to SFM Agency of proposed capital construction project and request for Pre-Financing Life Safety Codes Inspection (LSCI) of existing facility (if applicable), and life-safety codes review of proposed additions and renovations to existing facility, including all building systems (HVAC, windows and doors) - 120 days before proposed date for determination of method of financing the project, and, if applicable date for the bond issue election.

2. Pre-LSCI Information: The School District and Architect shall provide the following information to the SFM Agency prior to the LSCI:

a. Site Plan - The SFM Agency should be provided the following:

(1) Site plan of building site showing location or proposed location of building footprint;

(2) Floor plan of existing building;

(3) Video or pictures of existing facility, particularly ingress and egress, stairwells, and commons, gymnasiums and auditoriums; and,

(4) Preliminary floor plans and building systems designations for additions and/or renovations.

3. SFM - LSCI: The Deputy SFM shall meet with the School District and Project Architect at the building site to conduct a Life Safety Code inspection and review the requirements of the Life Safety Code as it applies to the building that is the subject of the Project, and to the additions and renovations to be made, including an analysis of the building

systems proposed for the project. Subsequent to the meeting the following actions will be taken:

a. Deputy SFM shall issue any needed Correction Order for existing building without additions and renovations issued to School District and Architect of record:

(1) School District to be responsible for correction of maintenance or operations issues noted in the Correction Order not requiring changes in building structure or systems, PROVIDED that the Architect to be responsible to include required changes in building structure or systems in planning, design and budget for the Project, and shall prepare a Plan of Correction for the School District to provide to the SFM Agency to include a time-line and prioritization of identified corrective actions needed.

b. SFM Agency Plans Division review of the preliminary floor plans and building systems designations for the additions to and renovations of the existing facilities prepared to date.

c. Architect to prepare minutes of the meeting including SFM comments and recommendations and preliminary Correction Orders regarding renovations and additions to be delivered to SFM Agency for review and editing.

d. The Deputy SFM shall issue the Pre-Bond Correction Orders regarding the existing building and comments in planned additions and renovations and the effect of same on the Pre-Bond Correction Orders.

e. Upon review and approval of the Pre-Bond Correction Orders issued by the SFM Agency, the Pre-Bond Correction Orders shall be circulated for the signatures of the School District, Architect.

f. Architect advises School District on establishment of the project budget based upon renovations and additions AND codes compliance requirements for existing facility.[1]

B. Review and preparation of pre-bond schematic design and programming based upon Pre-Bond Correction Orders, and preparation of cost estimate and project budget including all SFM Agency mandated improvements to existing and proposed additions and renovations.

C. Pre-Construction SFM Agency Inspection of Facility or Proposed Building Site:

---

[1] NOTE NO. 1: The fire code sections differ for new educational facilities and existing educational facilities, e.g. new = Chapter 14, and existing = Chapter 15 – architects need to know these code sections and advise School Districts on compliance with same.

NOTE No. 2: SFM inspection is limited to what the Deputy SFM can see on the date of such inspection. School Districts and Architects must provide access to all portions of the facility to assure that the SFM has seen all of the areas of the existing facility so that the inspection is complete and sign-off is effective.

NOTE NO. 3: **By doing a pre-bond issue inspection the School District accepts the risk of "opening the door", and even if the bond issue does not pass, the noted fire code improvement must be made upon identification.** The Plan of Correction including **the time-line** and prioritization to be prepared by the Architect and submitted to the SFM may be negotiated to allow sufficient time for the School District to finance any identified corrective actions with available financial resources should a bond issue not pass to address such costs.

NOTE NO. 4: Compliance with the fire codes and life safety codes to areas of an existing building being renovated must be done in conjunction with any renovations or new construction.

1. Final Site Plan - The SFM Agency should be provided the following:

a. Final site plan of building site showing location or proposed location of building footprint;

b. Floor plan of existing and proposed addition to such building, with specific attention to ingress and egress, stairwells, and commons, gymnasiums and auditoriums.

c. Review of the plans and specifications for the project in consideration of the Pre-Bond Correction Orders for the existing facility and additions and renovations with SFM Agency, Architect and School District;

d. SFM Agency Plans Division preparation and delivery to the School District and Architect of the SFM Agency Code Review approval of the plans and specifications for the Project including review of Pre-Bond Correction Orders and confirmation of compliance with such Correction Orders within the plans and specifications.[2]

2. Architect advises School District on establishment of the project budget based upon renovations and additions AND codes compliance requirements for existing facility and proposed additions and renovations.

3. The Architect shall provide all "Plan Review" documents to the School District. Architect shall take the following actions during the construction process:

a. Deviations from the plans and specifications for both Life Safety Code compliance in existing facilities and the plans and specifications for the renovations and additions project MUST be reviewed PRIOR to the work being done.

b. Communication with SFM Agency throughout the project with staged inspections by the Deputy SFM at times determined by the Architect in consultation with the SFM Deputy, and SFM Agency Plans Division approval in writing of any change orders or deviations from approved plans and specifications.

4. Final inspections by Deputy SFM to include review by SFM Agency of all prior approvals and consideration of same when evaluating the project for the purposes of issuance of an occupancy permit upon completion of the project.

State Fire Marshall	Schuyler Community Schools	The Clark Enersen Partners, Inc.
By: _____ _____, Badge #____ Nebraska State Fire Marshall	By: _____ Daniel Hoesing, Superintendent	By: _____ Tim Ripp, Principal

[2] NOTE No. 6: Again, SFM inspection is limited to what the Deputy SFM can see on the date of such inspection. Owners and Architects must provide access to all portions of the facility to assure that the SFM has seen all of the areas of the existing facility so that the inspection is complete and sign-off is effective.

Appendix "C"

THE CLARK ENERSEN PARTNERS

HOURLY BILLING RATES

Effective 7/1/2018

Senior Principal - Arch/Eng	
Chadwick	$ 250
Diederich	$ 250
Ripp, T.	$ 250
Scheer	$ 250
Schirmer	$ 250
Berg	$ 250
Rempe	$ 250
Wise	$ 250

Senior Principal - Laboratories	
Lattig, C.	$ 350
Stepp	$ 250

Senior Laboratory Planner	
Ertl	$ 250

Principal/Project Manager	
Gergen	$ 190
Kissel	$ 190
Klein	$ 190
Stolte	$ 190
Walter	$ 190
Keele	$ 150
Thomas	$ 150

Senior Interior Designer	
Munster	$ 170
Rock	$ 170

Interior Design Staff	
Al-Waely	$ 80
Hinrichs	$ 80
McGee	$ 80

Landscape Architect	
Casper	$ 150
Nalow	$ 150
Ray	$ 110
Silvey	$ 110
Simpson	$ 110

Landscape Intern	
Hauck	$ 80
Moline	$ 80

Manager	
Merkel	$ 140
Pierce	$ 140
Stover	$ 140

Marketing	
Everitt	$ 180
McVey	$ 150

Architectural Team Leader	
Beck	$ 140
Biernbaum	$ 140
Haden	$ 140
McKinney	$ 140
Watkins	$ 140
Wooldridge	$ 140

Architectural Staff - Licensed	
Anderson	$ 120
Glowatz	$ 120
Gunn	$ 120
Hier	$ 120
Janiak	$ 120
Post	$ 120
Rogers	$ 120
Wonder	$ 120

Senior Architectural Staff	
Ebner	$ 110
Kelso	$ 110
Lane	$ 110
Michl	$ 110
Nickelson	$ 110

Architectural Staff	
Barrett	$ 75
Campbell	$ 75
Reselman	$ 75
Speight-Robitaille	$ 75

Architectural/Interior Student Intern	
Cobb	$ 50
Pokojski	$ 50
Schafers	$ 50

Graphic Design/Admin Assistant	
Koolen	$ 110
Kottmeyer	$ 70
O'Neill	$ 70
Omduff	$ 70

Administrative and IT Assistant	
Bullington	$ 60
Krueger	$ 60
Stansberry	$ 60
Torres	$ 60
Torri	$ 60

Construction Admin Specialist	
Lattig, M.	$ 80

Construction Admin Student Intern	
Johnson	$ 50

Senior Design Engineer (PE)	
Beecher	$ 180
Davison	$ 180
Niemann	$ 180
Ornen	$ 180

Design Engineer (PE)	
Adams	$ 140
Boyer	$ 140
Carnahan	$ 140
Mahoney	$ 140
McKie	$ 140
Palan	$ 140
Wilson	$ 140
Wrablewski	$ 140

Engineering Designer	
Capek	$ 130
Kent	$ 130
Kryst	$ 130
Nelson	$ 130
Preister	$ 130
Wittstruck	$ 130

Design Engineer	
Beaman	$ 110
Pirtle	$ 110
Ruel	$ 110
Slattery	$ 110
Uhing	$ 110

Engineering Staff	
Allen	$ 80
Bowman	$ 80
DuSchene	$ 80
Fickbohm	$ 80
Muir	$ 80
Siel	$ 80
Swift	$ 80
Winter	$ 80

Engineering Intern	
Heigele	$ 55
Wheeler	$ 55

Construction Administrator	
Clay	$ 140
Hanna	$ 140
Hartung	$ 140
Pavey	$ 140
Ripp, M.	$ 140
Stull	$ 140
Bremer	$ 90
Vestecka	$ 90

Additions and Deletions Report for
AIA® Document B101™ – 2017

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PAGE 1

AGREEMENT made as of the 10th day of December in the year 2018 ("Effective Date").

...

Colfax County School District 19-0123, a/k/a Schuyler Community Schools
A political subdivision of the State of Nebraska
401 Adam Street
Schuyler, NE 68661
Tel: 402-352-3527

...

The Clark Enersen Partners, Inc.
a Nebraska corporation
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Tel: 402- 477-9291

...

Schuyler Community Schools Project –Additions and renovations to the existing Schuyler Central High School building and exterior site located at 401 Adam Street, Schuyler, Nebraska, consisting of the following. A new building addition to include an approximately 40,750 total square foot addition for a new gymnasium, cafeteria, kitchen, locker rooms, and mezzanine area. Additional site utilities, paving and improvements would be expected. Furnishings, fixtures and equipment are also needed. The renovation / remodel will convert the existing approximately 11,500 square foot gymnasium to a theater, and will include furnishings, fixtures and equipment.

PAGE 2

See attached Scope of Project Sheet, Appendix "A". Project financing shall be through the issuance of bonds to be approved by the legal voters of the Owner at the special election anticipated to be held in March 2019.

...

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

...

The total budget for all cost and expenses for the Project, including Cost of the Work (inclusive of furnishings, fixtures and equipment), Architect's compensation and reimbursable expenses, Construction Manager at Risk's compensation and reimbursable expenses, and other Project costs and expenses, is approximately $12,500,000.00. The anticipated budget for the Cost of the Work (inclusive of furnishings, fixtures and equipment) is approximately $11,000,000.00.

PAGE 3

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March – July, 2019

...

June 2019

...

July 2021

...

None

§ 1.1.5 The Owner intends the following ~~procurement and~~ construction delivery method for the Project:

...

Construction Manager at Risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et seq., where construction contracts to be awarded by competitive bidding and all construction contracts held by the Construction Manager.

§ 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.)*~~

[omitted]

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Daniel Hoesing, Superintendent of Schools
Schuyler Community Schools
401 Adam Street
Schuyler, NE 68661
Tel: 402-352-3527

...

None

...

To be determined

...

Not Applicable

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(1263028025)
User Notes:

None

...

Tim Ripp, AIA
The Clark Enersen Partners, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Tel: 402- 477-9291

...

The Clark Enersen Partners, Inc.

.2 Mechanical Engineer:
The Clark Enersen Partners, Inc.

.3 Electrical Engineer:
The Clark Enersen Partners, Inc.

~~.2 Mechanical Engineer:~~.4 Civil Engineer:

The Clark Enersen Partners, Inc.

.5 Acoustic Design Consultant:

Partage Group, LLC, d/b/a C&C Consultants
Dominique Cheenne
1640 South 23rd Street
Lincoln NE 68502
Tel: 402- 474-2215

~~.3 Electrical Engineer:~~.6 Food Service Design Consultant:

Erickson Sullivan Architects, P.C., d/b/a Foodlines
David Erickson, AIA
110 S. 14th Street, Suite 200
Lincoln, NE 68508
Tel: 402-475-1787

...

None
PAGE 5

None

...

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

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.1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.

.2 The termination of this Agreement according to its terms; INCLUDING termination pursuant to paragraphs 9.7 and 11.1.1 in the event the legal voters of the Owner do not approve the bond issue to finance the project; PROVIDED, the Owner, in its sole discretion, may elect to extend the term of this Agreement.

.3 Forty-eight (48) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

~~**§ 1.3.1** 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.~~

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

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

...

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

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

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

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

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

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

...

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

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

...

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

§ 3.1.7.1 The Architect shall provide the notice required under subsection II.A.1 of the Protocol, Appendix "B", to the SFM Agency within a reasonable time after the Effective Date of this Agreement. Provided that the Architect complies with preceding sentence, the Architect shall not be responsible for or liable to the Owner because of non-compliance with the timing requirements under subsection II.A.1 of the Protocol.

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

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

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

...

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

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

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

...

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

...

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

.1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.

.2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.

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

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

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

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

§ 3.5 ~~Procurement~~ Bidding Phase Services
PAGE 9

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive ~~bids or negotiated proposals;~~ bids; (2) confirming responsiveness of ~~bids or proposals;~~ bids; (3) determining the successful ~~bid or proposal, if any;~~ bid; and, (4) awarding and preparing contracts for construction.
PAGE 10

.1 preparing Bidding Documents for distribution to prospective bidders

.2 facilitating the distribution of Bidding Documents to prospective bidders, including, requesting the return of Bidding Documents upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

~~.2~~ .3 organizing and conducting a pre-bid conference for prospective bidders;

~~.3~~ .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

~~.4~~ .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

~~**§ 3.5.3 Negotiated Proposals**~~
~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

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

~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors;~~

~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~

~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document ~~A201™ 2017,~~ A201, General Conditions of the Contract for ~~Construction.~~ Construction, as amended. If the Owner and Contractor modify AIA Document ~~A201 2017,~~ A201, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

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

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

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

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

...

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201 2017,~~ A201, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.4.2 ~~The~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or

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systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

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

...

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

...

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

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

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

§ 3.7 Upon Certificate of Completion, the Architect shall:

.1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of Substantial Completion.

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.2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.

.3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

...

§ 4.1.1 ~~The~~ Unless otherwise specified as an Architect-provided Basic Service, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's ~~responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.~~ responsibility. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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§ 4.1.1.1	Programming	Architect (as Basic Service)
§ 4.1.1.2	Multiple preliminary designs	Not Provided
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	Architect (as Basic Service)
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect (as Basic Service)
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect (as Basic Service)
§ 4.1.1.11	Value analysis	Architect (as Basic Service)
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation beyond that required in Section 3.6	Architect
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Architect (as Basic Service per § 3.6.6.6)
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Architect (as Basic Service per § 3.7)
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Architect (as Basic Service)
§ 4.1.1.22	Security evaluation and planning	Architect (as Basic Service)
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided

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§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect (as Basic Service)
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect (as Basic Service) for the following: kitchen equipment; gym mounted equipment; theatre seating/stage equipment Architect (as Additional Service) for all other movable equipment
§ 4.1.1.29 Other services provided by specialty Consultants—acoustic design and food service equipment and furnishings	Architect (as Basic Service)
~~§ 4.1.1.29 Other services provided by specialty Consultants~~	
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 ~~Description of Supplemental Services~~A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None

~~§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.~~
~~*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*~~

~~§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.~~
~~*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*~~

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

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.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or ~~regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~regulations, provided that the Architect fully complied with the Architect's requirements under §§ 3.1.7 and 3.4.2.1 herein;

...

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~Owner after initial bidding;

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...

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[omit]

...

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

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ~~( ) visits~~ One (1) weekly visit to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(~~Two (2) inspections for any portion of the Work to determine final completion.

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

~~**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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

...

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

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~~**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~[omit]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. ~~Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.~~ The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. ~~The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

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...

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

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

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

...

~~**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include furnishings, fixtures and equipment (FFE), contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

§ 6.5 If at any time the Architect's ~~estimate of the~~ latest Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the

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Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

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.2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect~~ Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section ~~6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.

...

§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of ~~Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11.~~ Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of ~~Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.~~ Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

§ 8.1.2 ~~To~~ Only to the extent damages are covered by property insurance and payment is received from applicable insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document ~~A201–2017,~~ A201, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.4 Architect Indemnity

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

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

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

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

...

[X] Litigation in a court of competent jurisdiction

...

Not Applicable

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§ 8.3 ~~Arbitration~~[omitted]

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

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

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

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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

...

§ 9.1 If the Owner fails to make payments to the Architect ~~in accordance with this Agreement,~~ for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. ~~If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services.~~ In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all ~~sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.~~ undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project,~~ Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, ~~the Architect~~

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~~shall be compensated for expenses incurred in~~ the ~~interruption and resumption of the Architect's services. The~~ Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE.

...

§ 9.9 ~~The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~Notwithstanding any other provisions of the Contract Documents to the contrary, it is expressly understood and agreed that the legal obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the Owner. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this Agreement without cause under the provisions of this Article 9.

...

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Colfax County, Nebraska

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document ~~A201–2017,~~ A201, General Conditions of the Contract for ~~Construction.~~Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

...

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

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certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.7 ~~The Architect shall have the right to~~ With prior written authorization by the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

...

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

...

§ `11.1.1 PRE-BOND ELECTION COMPENSATION

§ 11.1.1.1 For Architect's pre-bond issue election services (anticipated in March 2019), Architect shall be compensated on an hourly basis at the applicable hourly rates set forth on Appendix "C" not to exceed the total amount of Zero Dollars ($0.00).

§ 11.1.1.1 IN THE EVENT THE LEGAL VOTERS OF THE OWNER DO NOT APPROVE A BOND ISSUE TO FINANCE THE PROJECT, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE, AND IN SUCH EVENT THE ARCHITECT SHALL RECEIVE AS FINAL PAYMENT THE SUMS DUE UNDER THIS SECTION 11.1.1 PLUS ANY EXPENSES TO BE REIMBURSED AS PROVIDED FOR HEREIN. ARCHITECT SHALL NOT BE ENTITLED TO ANY OTHER FEES OR COMPENSATION.

§ 11.1.2 POST-BOND ELECTION COMPENSATION

Contingent upon successful passage of bond issue election to finance the Project, Architect's compensation shall be as follows:

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~~( ) % of the Owner's budget for the Cost of the Work,~~ FIVE AND THREE QUARTERS PERCENT (5.75%) of the Guaranteed Maximum Price established and agreed upon between the Owner and the Construction Manager at Risk for the Project, as shown on the GMP Amendment to the AIA A133, as calculated in accordance with Section 11.6.

...

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§ 11.2 For the Architect's Supplemental Services designated in Section ~~4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3,~~ 4.1.1, the Owner shall compensate the Architect as follows:

...

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

...

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

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect ~~plus percent (%), or as follows: *(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*~~

without markup.

...

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

...

§ 11.6 When compensation identified in Section ~~11.1~~ 11.1.2 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~ The Architect's final compensation shall be adjusted based on the actual Guaranteed Maximum Price established and agreed upon at a later date between the Owner and the Construction Manager Construction Manager at Risk for the Project, as shown on the GMP Amendment to the AIA A133.

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

~~**Employee or Category** **Rate ($0.00)**~~

...

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence (but not Architect time);

...

.4 Printing, reproductions, plots, and standard form ~~documents;~~documents, not otherwise provided or directly paid for by the Owner;

...

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.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this ~~Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~Project;

...

.12 Other similar Project-related expenditures.

.13 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (%) of the expenses incurred.~~with no markup.

§ 11.8.3 The Architect shall not incur Reimbursable Expenses in excess of the aggregate amount of $8,000.00 without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

§ 11.9 ~~Architect's Insurance.~~ ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~
~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

[omit]

...

§ 11.10.1.1 An initial payment of Zero ($ 0.00) shall be made upon execution of this ~~Agreement and is the minimum payment under this~~ Agreement. ~~It shall be credited to the Owner's account in the final invoice.~~

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

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

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

§ 11.10.2.2 The Owner ~~shall not~~ may withhold amounts from the Architect's compensation ~~to impose a penalty or liquidated damages on the Architect,~~ for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, or to offset sums requested by or paid to contractors for the cost of changes in the ~~Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~Work as a result of the Architect's negligence.

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User Notes: (1263028025)

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient ~~times.~~times and shall be provided to the Owner upon presentation of the Architect's progress payment applications. Records of all reimbursable expenses shall be kept on a generally recognized accounting basis and shall be available for review to the Owner or its authorized representative during business hours at the Architect's office. Proof of payment of any reimbursable expenses item shall be provided to the Owner with each claim for reimbursement by the Architect.
PAGE 25

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

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

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

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

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

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

§ 12.7 Criminal History Record Checks

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

§ 12.7.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported

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

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

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

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

.1 The Architect must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

.2 If the Architect indicates on such attestation form that he or she is a qualified alien, the Architect agrees to provide the US Citizenship and Immigration Services documentation required to verify the Architect's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

.3 The Architect understands and agrees that lawful presence in the United States is required and the Architect may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

§ 12.12 The Architect shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Architect shall assume sole responsibility for any debts or

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liabilities that may be incurred by Architect in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement.

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

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

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

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

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

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

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.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~[omitted]

~~*(Insert the date of the E203 2013 incorporated into this agreement.)*~~

____

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

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204 2017 incorporated into this agreement.)*~~

...

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

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...

SCHUYLER COMMUNITY SCHOOLS, Owner

THE CLARK ENERSEN PARTNERS, INC., Architect

...

~~**OWNER**~~ *(Signature)*

Richard Brabec, President, Board of Education

~~**ARCHITECT**~~ *(Signature)*

Tim Ripp, Principal

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rex R. Schultze, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:36:26 ET on 12/04/2018 under Order No. 2640030593 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Motion to Approve Architect Agreement

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by _____ that the Board of Education of this School District should, and does hereby, (1) authorize and approve the architect agreement with The Clark Enersen Partners, Inc., in the form on file with official School District records and as presented at this meeting, or with such changes as are approved by the Superintendent of Schools, for the purpose of design and construction administration of additions and renovations to the existing Schuyler Central High School building and other site improvements, and (2) authorize, approve, and direct the President of the Board of Education, Superintendent of Schools, or a designee for the School District, to sign, execute, and deliver such architect agreement, and any documents or agreements called for in such architect agreement, for and on behalf of the School District, to sign and approve any contract amendments, modifications, and change orders, and to retain any necessary professionals for assistance, to pay the agreement fees and expenses and all transaction costs, change order increases, and expenses related to the construction project and to the site work to be performed and completed, and to take or cause to be taken all other action necessary or appropriate to complete any requirements or obligations under the architect agreement.

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: _____
_____.

The following members voted against the same: _____.

The following members were absent or not voting: _____.

The above Motion having been consented to by a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Approve Architect Agreement

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by Brabec that the Board of Education of this School District should, and does hereby, (1) authorize and approve the architect agreement with The Clark Enersen Partners, Inc., in the form on file with official School District records and as presented at this meeting, or with such changes as are approved by the Superintendent of Schools, for the purpose of design and construction administration of additions and renovations to the existing Schuyler Central High School building and other site improvements, and (2) authorize, approve, and direct the President of the Board of Education, Superintendent of Schools, or a designee for the School District, to sign, execute, and deliver such architect agreement, and any documents or agreements called for in such architect agreement, for and on behalf of the School District, to sign and approve any contract amendments, modifications, and change orders, and to retain any necessary professionals for assistance, to pay the agreement fees and expenses and all transaction costs, change order increases, and expenses related to the construction project and to the site work to be performed and completed, and to take or cause to be taken all other action necessary or appropriate to complete any requirements or obligations under the architect agreement.

Board member Misek seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: Brabec, Misek, Vavricek, Hilg.

The following members voted against the same: NONE.

The following members were absent or not voting: Hernandez, Semerad.

The above Motion having been consented to by a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Select Construction Management at Risk Construction Delivery Method under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by _____ that the Board of Education of this School District should, and does hereby select the construction delivery method of "Construction Management at Risk" under the provisions of the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901, et seq. (the "Act") for the School District for the purpose of constructing proposed additions and renovations to the existing Schuyler Central High School building (hereinafter referred to as "the Project"), and hereby delegates to and directs the Superintendent of Schools, or designee, and selected school district legal counsel to initiate and carry out all actions necessary to comply with the requirements of the Act, including but not limited to the issuance of a Request for Proposals for the position of Construction Management at Risk for the Project.

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: _____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Select Construction Management at Risk Construction Delivery Method under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by Vavricek that the Board of Education of this School District should, and does hereby select the construction delivery method of "Construction Management at Risk" under the provisions of the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901, et seq. (the "Act") for the School District for the purpose of constructing proposed additions and renovations to the existing Schuyler Central High School building (hereinafter referred to as "the Project"), and hereby delegates to and directs the Superintendent of Schools, or designee, and selected school district legal counsel to initiate and carry out all actions necessary to comply with the requirements of the Act, including but not limited to the issuance of a Request for Proposals for the position of Construction Management at Risk for the Project.

Board member Hernandez seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: Brabec, Misek, Vavricek, Hernandez, Hild.

The following Board members voted against the same: NONE.

The following Board members were absent or not voting: Semerad.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Appoint a Construction Management at Risk Selection Committee

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by _____ that the Board of Education of this School District should, and does hereby appoint the following persons to the Selection Committee to evaluate the proposals received from firms in response to the request for Proposals for the position of Construction Manager at Risk in accordance with Neb. Rev. Stat. § 13-2910 (must have at least five (5) members):

(a) Member(s) of the school board: _____.

(b) Member(s) of the school administration or staff**: Dr. Dan Hoesing**, Superintendent of Schools, or designee.

(c) The school's architect or engineer**: Tim Ripp**, or designee, of The Clark Enersen Partners, Inc.

(d) Any person having special expertise relevant to selection of a construction manager under the Nebraska Political Subdivisions Construction Alternatives Act: **Don Glodowski**.

(e) A resident(s) of the School District other than an individual included in (a) through (d) above: **Richard Seckman.**

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: _____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____

President, Board of Education

ATTEST:

_____

Secretary

Motion to Appoint a Construction Management at Risk Selection Committee

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by Hernandez that the Board of Education of this School District should, and does hereby appoint the following persons to the Selection Committee to evaluate the proposals received from firms in response to the request for Proposals for the position of Construction Manager at Risk in accordance with Neb. Rev. Stat. § 13-2910 (must have at least five (5) members):

(a) Member(s) of the school board: Hernandez, Brabec, Misek, Vavricek, Semerad.

(b) Member(s) of the school administration or staff: **Dr. Dan Hoesing**, Superintendent of Schools, or designee.

(c) The school's architect or engineer: **Tim Ripp**, or designee, of The Clark Enersen Partners, Inc.

(d) Any person having special expertise relevant to selection of a construction manager under the Nebraska Political Subdivisions Construction Alternatives Act: **Don Glodowski**.

(e) A resident(s) of the School District other than an individual included in (a) through (d) above: **Richard Seckman.**

Board member Misek seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: Vavricek, Brabec, Hernandez, Hild, Misek.

The following Board members voted against the same: None.

The following Board members were absent or not voting: Semerad.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Approve Weight to be given to CM@R Selection Committee Selection Criterion

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by _____ that the Board of Education of this School District should, and does hereby adopt and approve the weight to be given by the Selection Committee to the statutory selection criterion enumerated in subdivisions 1 through 8 below:

No.	Selection Criteria	Percent Value
1	The financial resources of the construction manager to complete the project – two and one-half percent (2.5%) maximum.	2.5%
2	The ability of the proposed personnel of the construction manager to perform – twenty percent (20%) maximum.	20%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager – twenty percent (20%) maximum.	20%
4	The quality of performance on previous projects – twenty percent (15%) maximum.	15%
5	The ability of the construction manager to perform within the time specified – ten percent (10%) maximum.	10%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors – ten percent (10%) maximum	10%
7	The construction manager's proposed efforts schedule for the Project – twenty percent (20%) maximum.	20%
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract – two and one-half percent (2.5%) maximum	2.5%
	TOTAL (Not more than 100%).	100%

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: _____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

Motion to Approve Weight to be given to CM@R Selection Committee Selection Criterion

Schuyler Community Schools
Regular Meeting of Board of Education, December 10, 2018

MOTION by Babec that the Board of Education of this School District should, and does hereby adopt and approve the weight to be given by the Selection Committee to the statutory selection criterion enumerated in subdivisions 1 through 8 below:

No.	Selection Criteria	Percent Value
1	The financial resources of the construction manager to complete the project – two and one-half percent (2.5%) maximum.	2.5%
2	The ability of the proposed personnel of the construction manager to perform – twenty percent (20%) maximum.	20%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager – twenty percent (20%) maximum.	20%
4	The quality of performance on previous projects – twenty percent (15%) maximum.	15%
5	The ability of the construction manager to perform within the time specified – ten percent (10%) maximum.	10%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors – ten percent (10%) maximum	10%
7	The construction manager's proposed efforts schedule for the Project – twenty percent (20%) maximum.	20%
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract – two and one-half percent (2.5%) maximum	2.5%
	TOTAL (Not more than 100%).	100%

Board member Misek seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion: Braber, Misek, Hild, Vavricek, Hernandez.

The following Board members voted against the same: None.

The following Board members were absent or not voting: Semerad.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 10th day of December, 2018.

COLFAX COUNTY SCHOOL DISTRICT 19-0123, A/K/A SCHUYLER COMMUNITY SCHOOLS

BY: _____
President, Board of Education

ATTEST:

_____
Secretary

BOARD MEMBERSHIP - ELECTIONS AND APPOINTMENTS

Board members are elected at the statewide primary election. Each member's official term begins on the First board meeting in January following the election. Terms shall be staggered so that three board members are elected at each general election. Members of the board will be elected at large.

Incumbents filing for election must do so at the Office of the County Clerk, Colfax County, All other candidates must file for election by March 1 prior to the date of the general election or they may be nominated by petition.

If a vacancy occurs on the board it may be temporarily filled by appointment within 45 days of the vacancy by the remaining members of the board. The remainder of the unexpired term shall be filled by the normal board member election process in the next general election. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies.

Legal Reference: Neb. Statute 32-501 et seq.

Cross Reference: 201.05 Term of Office

Approved Spring 2005 Reviewed 5/24/13 Revised 6-10-2013

VACANCIES

A vacancy occurs when a board member resigns, forfeits or otherwise leaves the office. A vacancy also includes, but is not limited to, the following: failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified, failure to reside in the school district or a continuous absence from the district of more that 60 days, absence from more than 2 consecutive regular board meetings unless excused by a majority of the remaining members of the board, death of the incumbent, a court order declaring the seat vacant, conviction of a felony, or any public offense in violation of the oath of office.

The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board. The board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term in writing to the election commissioner or county clerk, and by a notice published in a newspaper of general circulation in the school district.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-560 et seq.
32-1308
84-1410(1)(d)

Cross Reference: 201.02 Board Membership - Elections/Appointment
201.03 Qualifications

Approved _____ Reviewed _____ Revised _____

Vacancy
Two Year Term

Interested applicants for the Schuyler Community Schools' Board of Education must meet all statutory requirements for the office including:

1. Must be a registered voter prior to accepting the board appointment
2. Must have established primary residence in the Schuyler Community School district.
3. Must be at least 19 years of age.

Interested patrons can pick up an application from Sally Jakub at the Superintendent's office or access it on the District website. Applications are due to the superintendent's office on or before January 30, 2019. The board of education will review applications at the February 11th board meeting and seat the new board member on March 11, 2019.

SCHUYLER COMMUNITY SCHOOLS
Board of Education Application

Name: _____
Last Middle First

Address: _____

Phone #: _____

YES	NO	Qualifications/Considerations
☐	☐	I am a legal, registered voter
☐	☐	My primary residence is in Colfax County School District 19-0123 a/k/a Schuyler Community Schools
☐	☐	I am at least 19 years of age

List prior experience on public, community or church boards/committees:

_____

_____

I would like to be considered as an applicant for the Schuyler Community Schools Board of Education for the following reasons:

_____

_____

_____

_____

_____

_____

_____

_____

I, _____, hereby swear that, if appointed to the Schuyler Community Schools board of education, I will abide by the laws of the State of Nebraska and, to the best of my knowledge, I meet the constitutional and statutory requirements to legally hold the office of Public School Board.

To: Board of Education
From: Dr. Hoesing
Re: Board Vacancy
Date: Dec. 10, 2018

Creating a Vacancy on the Board. NEB. REV. STAT. § 32-560 sets forth ten circumstances that cause a vacancy in an elective office. It states:

> Every elective office shall be vacant, except as provided in section 32-561, upon the happening of any one of the following events at any time before the expiration of the term of such office:
>
> (1) Resignation of the incumbent;
>
> (2) Death of the incumbent;
>
> (3) Removal of the incumbent from office;
>
> (4) Decision of a competent tribunal declaring the office of the incumbent vacant;
>
> (5) Incumbent ceasing to be a resident of the state, district, county, township, or precinct in which the duties of his or her office are to be exercised or for which he or she may have been elected;
>
> (6) Failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified;
>
> (7) The candidate who received the highest number of votes is ineligible, disqualified, deceased, or for any other reason unable to assume the office for which he or she was a candidate;
>
> (8) Forfeiture of office as provided by law;
>
> (9) Conviction of a felony or of any public offense involving the violation of the oath of office of the incumbent; or
>
> (10) Incumbent of a high elective office assuming another elective office as provided in subsections (2) through (4) of section 32-604.

Section 32-561 Is Not Applicable. Section 32-561 deals with the acceptance of a commission to any military or naval office or the enlistment in or induction in the military or naval service of the United States that may require an incumbent in an elective office, except the office of a member of the Legislature, to exercise military or naval duties within or without the state for a period time within the term for which such person has been elected or appointed.

Manner of Selecting a New Member. The statutes governing the replacement of board members give the board of education considerable discretion. Essentially, the board may proceed in the manner that the board members think will be in the district's best interest. Many boards of education solicit applications and then interview the applicants about their knowledge and interests in order to determine which of them would be the best addition to the board.

Obligation to Appoint a New Member. NEB. REV. STAT. § 32-570(3), governs class II, III, IV, V and VI school districts. It requires the board of education to appoint a new board member to fill a board vacancy, and states:

> (3) Except as provided in subsection (4) of this section, a vacancy in the membership of a school board of a Class II, III, IV, V, or VI school district resulting from any cause other than the expiration of a term shall be temporarily filled by appointment of a qualified registered voter by the remaining members of the board. A registered voter shall be nominated at the next primary election and elected at the following general election for the remainder of the unexpired term. A registered voter appointed or elected pursuant to this subsection shall meet the same requirements as the member whose office is vacated.

Though § 32-570(3) does not specify any particular time within which the board must fill the vacancy, § 32-570(5) provides for filling the vacancy at a special school district meeting or election if the board fails to fill the vacancy. Though it does not apply to school districts, some guidance may be taken from § 32-567 which requires that vacancies in most other political subdivisions be filled within 45 days unless there is good cause to take longer or filling the vacancy within 45 days would pose an undue burden.

Section 32-570(4) deals with school districts in which board candidates are not nominated at a primary election or elected at a general election. Therefore, it is not relevant to this consideration.

Length of Appointee's Term. The newly appointed board members will serve until replacements can be nominated at the next primary election and elected at the general election. Replacements can be nominated at the 2008 primary election and elected at the 2008 general election; thus, the appointees' terms will end on the first Thursday after the first Tuesday in January, 2009.

Public Meetings Law. In filling a vacancy, the board must first determine the method for identifying candidates to be considered for appointment. In this regard, be mindful that § 84-1410 of the Public Meetings Law prohibits the board from going into executive session to discuss this topic. It states:

> Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to a public body.

Schuyler Central High School
November 2018 Progress Plan Update
for the Schulyer Community Schools' School Board

Clear, Compelling Direction
Strategy #1: Create and communicate a school vision, mission, core beliefs, core values and meeting norms so that a shared purpose and coherent effort permeates throughout the school and community.

The following video has been viewed over 5,000 times within the last 2 days. It describes the core beliefs and core values of Schulyer Community Schools as well as the current vision and mission of Schulyer High School.

Click here to view the "Competition & Kindness" Video

As a follow up, the administrative team will analyze "What now?" after reviewing the video with the school staff. The team will analyze further "What defines us? What will be our legacy? What is our why and how will we make sure that all students are successful and supported regardless of their background or 'baggage'?"

Clear, Compelling Direction
Strategy #2: Increase the frequency, clarity, and variety of two-way communication in a timely and efficient manner so that all stakeholders (i.e. students, staff, parents/guardians, community) will increase their knowledge of and commitment to the school vision, mission, core values, and goals.

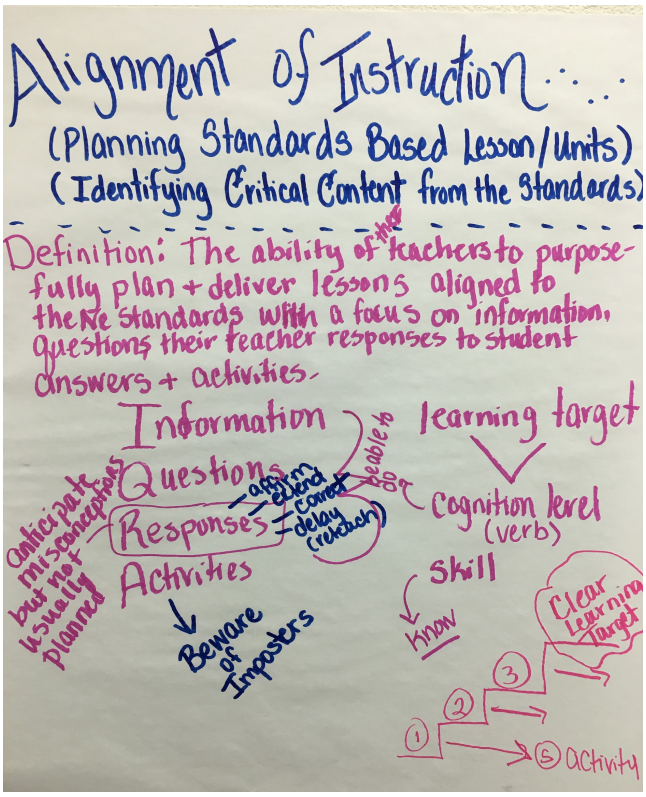
A Community Engagement meeting is planned for December 11th. At this meeting the administrative team hopes to survey community members about potential programs and courses they would like to see embedded within the current CTE curriculum.

As a follow up, the administrative team will continue to refine parent survey questions, work with teacher leaders to determine finalized survey questions, and submit these items within the survey system "ThoughtExchange" to obtain the data from community members.



Student and Staff Culture
Strategy #1: Provide ongoing coaching and professional development for teachers on evidence-based instructional practices that support student mastery so that students feel academically safe to take risks with learning.

Value added coaching continues to be a focus for the administrative team. As mentioned in last month's board report, the Value Added Coaching sessions allow the team to target specific teacher strengths. In turn, the administrative team coaches him/her to the next level by providing further support with enhancing their lesson delivery. So far, the administrative team has completed 14 Value Added Sessions in the past few weeks. During Dr. Kennedy's visit in November she provided training on "alignment of instruction."



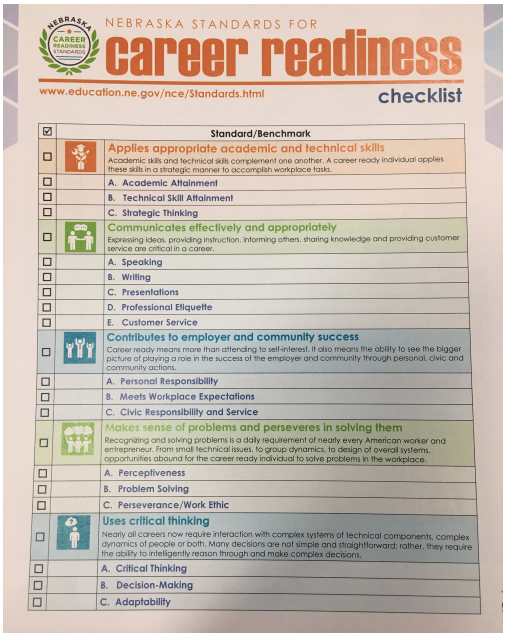
As a follow up, the administrative team will continue to complete 4 value added coaching sessions each week and schedule follow-up observations with the same teachers to ensure follow through. Each administrator will also continue to provide 6 thirty second feedback sessions each week (as noted in Strategy #3 below).

Student and Staff Culture
Strategy #3: Develop a culture of constant feedback for teachers through coaching, observation, PLC discussions, and peer interactions so that teachers develop a collective sense of efficacy focused on creating and implementing a common instructional language within the school.

For the months of August, September, October, & November, teachers have received 30 second feedback focused on Clear Learning Targets. Since August, the administrative team completed 170 observations and provided teachers with written feedback.

As a follow-up, the administrative team will continue using the language of "learning target," provide further professional development on clear learning targets and the 5 components, while also providing further feedback and Value Added Coaching sessions for teachers. Administrators will continue to complete 10 observations each week, 4 of which are Value Added and 6 that are 30-second feedback..

Instructional Leadership: College & Career Readiness
Strategy #1:Identify and communicate a set of attributes, referred to a graduate profile, that are critical for success and inspire, motivate, and guide the work of students, teachers, administrators and the School Board so that Schulyer Central High School students are future ready.

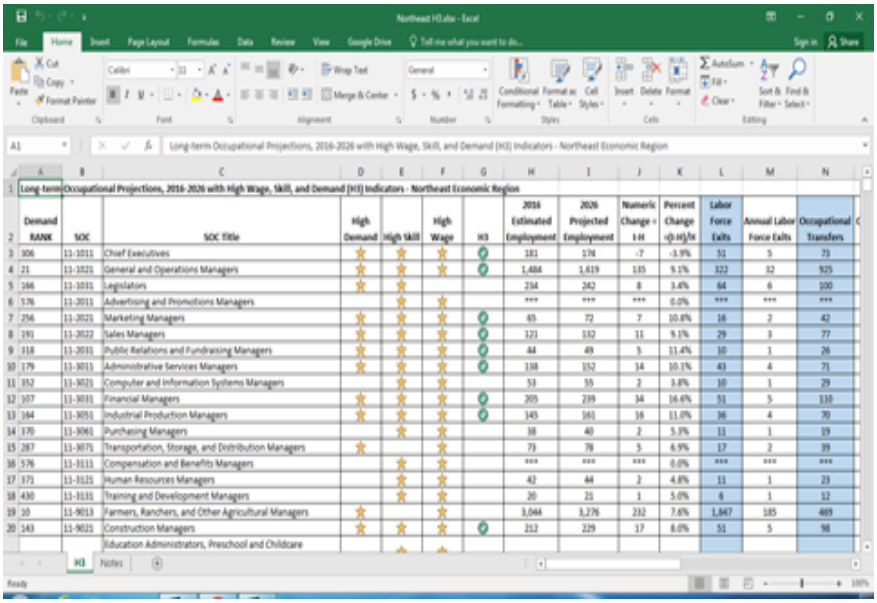

NEBRASKA STANDARDS FOR
career readiness
www.education.ne.gov/nce/Standards.html
checklist

	Standard/Benchmark
☐	**Applies appropriate academic and technical skills** Academic skills and technical skills complement one another. A career ready individual applies these skills in a strategic manner to accomplish workplace tasks.
☐	A. Academic Attainment
☐	B. Technical Skill Attainment
☐	C. Strategic Thinking
☐	**Communicates effectively and appropriately** Expressing ideas, providing instruction, informing others, sharing knowledge and providing customer service are critical in a career.
☐	A. Speaking
☐	B. Writing
☐	C. Presentations
☐	D. Professional Etiquette
☐	E. Customer Service
☐	**Contributes to employer and community success** Career ready means more than attending to self-interest. It also means the ability to see the bigger picture of playing a role in the success of the employer and community through personal, civic and community actions.
☐	A. Personal Responsibility
☐	B. Meets Workplace Expectations
☐	C. Civic Responsibility and Service
☐	**Makes sense of problems and perseveres in solving them** Recognizing and solving problems is a daily requirement of nearly every American worker and entrepreneur. From small technical issues, to group dynamics, to design of overall systems, opportunities abound for the career ready individual to solve problems in the workplace.
☐	A. Perceptiveness
☐	B. Problem Solving
☐	C. Perseverance/Work Ethic
☐	**Uses critical thinking** Nearly all careers now require interaction with complex systems of technical components, complex dynamics of people or both. Many decisions are not simple and straightforward; rather, they require the ability to intelligently reason through and make complex decisions.
☐	A. Critical Thinking
☐	B. Decision-Making
☐	C. Adaptability

During a CTE training/meeting provided by NDE Leaders, the administrative team as well as teachers, feeder school administrators, and the Superintendent further analyzed attributes of a future ready student. NDE Leaders discussed the importance of using vocabulary such as “employable skills,” “career readiness skills” and “job ready skills.” During this training, data was analyzed that would support other skills needed for students to be recruited for an “H3” profession (H3= high wage, high skill, and high demand).

In regards to H3 jobs, participants reviewed data that has been compiled by the Labor Department that highlights jobs within the region that are recognized as being H3. Participants analyzed H3 jobs as well as jobs that are not expected to last into 2026. These projections allowed participants to discuss current instructional programs and practices that are supporting the demand. This also allowed participants to reflect on next steps around supporting future graduates and trainings that could be provided within the school setting.

Participants discussed using terms such as “profession” and “career” and doing something you are passionate about versus going to a “job” because of a particular hourly wage. The team referred to the desire of many high school students to quickly get a job in a manufacturing company because the hourly pay is high; however, the longevity of this pay and increase in benefits and professional growth is non-existent. The team discussed building relationships with surrounding companies and also continuing to build relationships with students about their passions. Potential partnership opportunities were discussed as a group.


Long-term Occupational Projections, 2016-2026 with High Wage, Skill, and Demand (H3) Indicators - Northeast Economic Region

Demand RANK	SOC	SOC Title	High Demand	High Skill	High Wage	H3	2016 Estimated Employment	2026 Projected Employment	Numeric Change 16-26	Percent Change 16-26	Labor Force Exits	Annual Labor Force Exits	Occupational Transfers
306	11-1011	Chief Executives	★	★	★	✓	181	178	-7	-3.9%	51	5	73
21	11-1021	General and Operations Managers	★	★	★	✓	1,484	1,619	135	9.1%	322	32	925
166	11-1031	Legislators	★	★			234	242	8	3.4%	64	6	100
576	11-2011	Advertising and Promotions Managers		★	★		***	***	***	0.0%	***	***	***
256	11-2021	Marketing Managers	★	★	★	✓	65	72	7	10.8%	16	2	42
191	11-2022	Sales Managers	★	★	★	✓	121	132	11	9.1%	29	3	77
318	11-2031	Public Relations and Fundraising Managers	★	★	★	✓	44	49	5	11.4%	10	1	26
179	11-3011	Administrative Services Managers	★	★	★	✓	138	152	14	10.1%	43	4	71
352	11-3021	Computer and Information Systems Managers		★	★		53	55	2	3.8%	10	1	29
107	11-3031	Financial Managers	★	★	★	✓	205	239	34	16.6%	51	5	110
164	11-3051	Industrial Production Managers	★	★	★	✓	145	161	16	11.0%	36	4	70
370	11-3061	Purchasing Managers		★	★		38	40	2	5.3%	11	1	19
287	11-3071	Transportation, Storage, and Distribution Managers	★		★		73	78	5	6.9%	17	2	39
576	11-3111	Compensation and Benefits Managers		★	★		***	***	***	0.0%	***	***	***
371	11-3121	Human Resources Managers		★	★		42	44	2	4.8%	11	1	23
430	11-3131	Training and Development Managers		★	★		20	21	1	5.0%	6	1	12
10	11-9013	Farmers, Ranchers, and Other Agricultural Managers	★		★		3,044	3,276	232	7.6%	1,847	185	469
143	11-9021	Construction Managers	★	★	★	✓	212	229	17	8.0%	51	5	98
		Education Administrators, Preschool and Childcare											

As a follow-up, the administrative team will be working on a student survey that will allow students to identify careers/professions that interest them.

Instructional Leadership: College & Career Readiness
Strategy #2: Evaluate current Career Education System so that the high priority changes for improvement and alignment to community needs are identified and a plan of action is created to ensure students are future ready.

During the training on November 29, 2018 at the Schulyer Public Library, teachers reflected on entrepreneurial skills and knowledge being fostered and infused into classroom instruction. The culinary arts program currently incorporates several catering skills throughout the coursework so students are exposed to culinary arts on a larger scale. Teachers discussed where opportunities exist for enhancing entrepreneurship awareness, exploration, and skill development in Career Education programs. Teachers have started to analyze basic additions/enhancements that can be implemented every day to add further value to current plans.

Current programs of study were reviewed to determine areas of strength. Teachers recognized the success of the construction courses as well as the culinary arts and welding courses. Gaps that were identified included the health science, health and human services, education, and design/textile.

As a follow up, the administrative team will sponsor a community engagement meeting on December 11th where community members will be able to provide their input and feedback on the current status of the high school's CTE program.



Instructional Leadership: College & Career Readiness
Strategy #3: Develop a strategy to utilize FOCUS time more effectively so that college and career development efforts focus on individual student strengths.

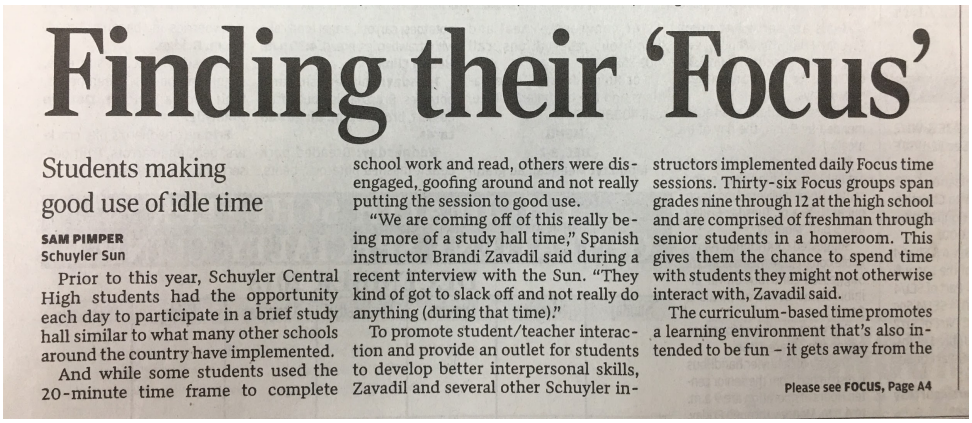
FOCUS time was recently highlighted in the Schuyler Sun. It continues to be a time that focuses on social skills as well as content standards that allow students to participate in activities and further their language development skills.

The PBL, Project Based Learning, Innovators are hard at work preparing lessons/content for FOCUS through May. They met in November to finalize plans which will have an "Engineering Design" theme for January through May. Each week FOCUS classes will be given a "problem" to solve and given a suggested bag of supplies. They will have constructs and constraints for each build and will be encouraged to "sell" their product through an entrepreneur lens. We have contacted ABC 's Shark Tank and will be working with Daymond John and Barbara Corcoran throughout the process. Innovators created the plans, have ordered supplies, and will be presenting to the staff.

Also, each FOCUS class is finishing up their November READ project. High school students were asked to choose their favorite picture book to read and record for the Elementary School. They are practicing their reads and then recording using Flipgrid. Some of these recordings are bilingual, and all of them are amazing. It's been great to see the students reading in the hallways and practicing their "voices." Teachers at Schuyler Elementary will receive these recordings on Friday and then share them with classes. All students are encouraged to listen to at least one and then respond through Flipgrid. It has been an exciting experience to see high school students record and re-record so they could give their best effort.

The hashtag for PBL is #SchuylerPBL (Follow them on Twitter)

As a follow-up, the administrative team will continue to review focus time plans, work with PLCs, and further refine focus time implementation.



Finding their 'Focus'

Students making good use of idle time

SAM PIMPER
Schuyler Sun

Prior to this year, Schuyler Central High students had the opportunity each day to participate in a brief study hall similar to what many other schools around the country have implemented.

And while some students used the 20-minute time frame to complete school work and read, others were disengaged, goofing around and not really putting the session to good use.

"We are coming off of this really being more of a study hall time," Spanish instructor Brandi Zavadil said during a recent interview with the Sun. "They kind of got to slack off and not really do anything (during that time)."

To promote student/teacher interaction and provide an outlet for students to develop better interpersonal skills, Zavadil and several other Schuyler instructors implemented daily Focus time sessions. Thirty-six Focus groups span grades nine through 12 at the high school and are comprised of freshman through senior students in a homeroom. This gives them the chance to spend time with students they might not otherwise interact with, Zavadil said.

The curriculum-based time promotes a learning environment that's also intended to be fun – it gets away from the

Please see FOCUS, Page A4

Instructional Leadership (Alignment of Curriculum, Instruction and Assessment to Nebraska Standards)
Strategy #3: Provide professional development, implementation accountability and coaching follow up on high probability instructional strategies so that a common instructional language is created within the school in in every classroom.



On November 16, teachers took part in a Math collaboration day with NDE and ESUs. All 3 priority schools were represented at this meeting. This enabled Schulyer Central MS and HS teacher representatives to vertically align in a few of the Math standards (Grades 8-12). The team reviewed math standards, instructional shifts, activities that address multiple math standards, and alignment of instruction. Teachers discussed advancing the curriculum and ways to continue to support EL students while also increasing rigor. Resources were shared to support ELs in Math. The team will debrief November 30th and discuss next steps from their meeting.
As a follow up, the administrative team will work with NDE Leaders to determine next steps. After today's debriefing session, the team will discuss supports that will be provided to teachers.

Instructional Leadership (English Learners)
Strategy #2: All teachers will learn and implement effective EL strategies in their classrooms so that EL students are receiving consistent strategies that are purposeful, intentional, explicit and provide meaningful access to English Language proficiency and content standards with appropriate scaffolds and supports.

All SCHS teachers and administrators have launched their first round of e-workshops through a partnership with UNL-ICMEE in order to strengthen their teaching and learning for all learners, specifically multilingual learners. The e-workshops offer a flexibile learning process which fits within SCHS Professional Learning Community structure. Each e-workshop is grounded in an essential question and guiding questions for the units. Three main components of each unit are "explore new content," "make it work in your own practice," and "share your learning with colleagues." Since November 9th, teachers and administrators have engaged in weekly conversations about progress made in the e-workshops, discussed evidence from practice, and made plans for next unit.

As a follow up, the administrative team will continue having conversations about progress made in the e-workshops, discuss evidence from practice, and support teachers in making plans for the next unit (during the PLC process).

James B. Gessford
Rex R. Schultze***
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R.J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight****
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** Also admitted in Kansas
*** Also admitted in Wyoming
**** Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM

To: Dr. Dan Hoesing, Superintendent of Schools, Schuyler Community Schools
From: Derek A. Aldridge
RE: December 6, 2018
Date: Nebraska Political Accountability and Disclosure Act
Do's and Don'ts regarding ballot issues (bond issue elections) under the regulation of the Nebraska Political Accountability and Disclosure Act generally; and, specifically the expenditure of public funds or resources for public opinion poll prior to action by the board of education to place bond issue resolution on the ballot

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Do's and Don'ts Regarding Ballot Issues – Generally: As School Districts anticipate placing before the legal voters a ballot question, including a bond issue, it is important for the members of the board of education, administration, and the agents of the school district (architect and construction manager) to know what can and cannot be done in informing the voters with regard to the ballot issue. That inquiry usually centers on information you or the Board of Education could provide to the public and still comply with the "Nebraska Political Accountability and Disclosure Act." Neb. Rev. Stat. §§ 49-1401 to 49-14,140. I thought it might be helpful to you and the Board of Education to have some guidance on those issues. As such, set forth below is a brief discussion of the law and references to attachments that provide you with the actual authoritative opinions relating to this issue.

1. Political Accountability & Disclosure Law: A bond election is characterized under Nebraska law as a "ballot question." Public boards and staff members' activities regarding a ballot question are governed by the Nebraska Accountability and Disclosure Commission under and pursuant to the "Nebraska Political Accountability and Disclosure Act." Neb. Rev. Stat. '49-1401 to 49-14,140. We have supplied basic guidelines developed by the Commission which govern board member and staff activity in regard to any such ballot question. Those guidelines are contained in NADC Advisory Opinions 68, 82, 89, 95, 112, 128 and 143.

2. Guidelines: Some of the basic guidelines which we would recommend, based upon these opinions, as well judicial decisions as far as board member and staff activities in regard to a ballot questions, such as a bond issue election are as follows:

a. It is permissible for the Board of Education to pass a resolution stating that the Board of Education takes a stand in favor or against the bond election at a public meeting.

b. As public officials, you (board members and school employees – teachers and administrators) may express your position with regard to the ballot question, including urging voters to vote for, or against, the ballot question, provided that government personnel, resources, property, or funds under the official's care and control are not used for that purpose, and providing that a public employee does not engage in such political activity during office hours or when otherwise engaged in performance of official duties.

c. If a board member or school official makes it clear that they are acting only in their private capacity, they may contribute funds or otherwise participate in urging adoption or rejection of the bond election.

d. In Advisory Opinion No. 82, the Nebraska Political and Accountability Disclosure Commission issued a series of do's and don'ts with regard to the Commissioner's action toward LB 662, which was an initiative dealing with consolidation of school districts, and a limitation on the amount of public school operational costs which could be derived from taxes on real property. We have attached those questions and answers verbatim, and hope that they will be helpful to you as you consider this process.

e. In Advisory Opinion No. 143, which deals with the question of information relating to the ballot question being printed and distributed at public expense, the PADC concludes that "factual information" can be prepared and distributed at public expense. It provides several examples as to what it considers "factual information" as opposed to advocacy. Again, a copy of the entire Advisory Opinion No. 143 is available upon request. It may be wise that any ads, brochures or other publications or materials sponsored or paid for by the school be reviewed by legal counsel.

***Public Opinion Polls or Surveys*:** The use of public funds by a public body, such as a school district, to obtain or provide information to the electorate or potential electorate with regard to a ballot question or issue has been the subject to several opinions issued by the Nebraska Political Accountability and Disclosure Commission (PADC).

1. PADC Advisory Opinion #143 summarizes that regulatory agency's position with regard to the use of public funds or resources relating to a ballot question:

> "During the past ten years the Commission has frequently had the opportunity to address the question of the use of public personnel, resources, property, and funds in connection with a ballot question. When addressing this question the Commission has considered Section 49-14,101(4) which provides:

> "No public official or public employee shall use personnel, resources, property or funds under that individual's official care and control, other than in accordance with prescribed constitutional, statutory, and regulatory procedures, or use such items, other than compensation provided by law, for personal financial gain."

The Commission has regularly interpreted this statute as prohibiting the use of public personnel, resources, property, or funds for the purpose of supporting or opposing the nomination or election of a candidate. It has similarly interpreted this section as prohibiting the use of public personnel, resources, property or funds to support or oppose the qualification or passage of a ballot question. A full discussion of this interpretation may be found in Commission Advisory Opinions #68, #82, #89, #95, #112, #113, and #128.

The Commission has acknowledged, however, that a unit of government may be the best source of information needed by the public to fully understand a question which is appearing on the ballot. Therefore, the Commission has taken the position that information may be supplied by a public official, public employee or unit of government as long as the information does not advocate a yes vote or a no vote."

2. PADC Advisory Opinion #128 stated:

"While public funds may not be used to advocate a position on a ballot question, such funds may be used to inform the electorate about an issue so long as fairness and neutrality are maintained . . . That is, public funds may be used to prepare and distribute information provided the information is presented in a balanced, factual manner and it does not advocate or oppose a ballot question or attempt to persuade the voters."

3. Subsequent to the issuance of Advisory Opinions #'s 128 and 143, the legislature amended Neb. Rev. Stat. § 49-14,101.02 to codify the basic content of the PADC's advisory opinions in pertinent part as follows:

49-14,101.02. Public official or public employee; use of public resources or funds; prohibited acts; exceptions.

(1) For purposes of this section, public resources means personnel, property, resources, or funds under the official care and control of a public official or public employee.

(2) **Except as otherwise provided in this section, a public official or public employee shall not use or authorize the use of public resources for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question**.

(3) This section does not prohibit a public official or public employee from making government facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the government facility available or a factor in determining the cost or conditions of use.
(4) This section does not prohibit a governing body from discussing and voting upon a resolution supporting or opposing a ballot question or a public corporation organized under Chapter 70 from otherwise supporting or opposing a ballot question concerning the sale or purchase of its assets.
(5) This section does not prohibit a public official or a public employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to his or her opinion regarding a ballot question or from providing information in response to a request for information. . . . (Emphasis added).

Analysis of the Law: The key to whether monies spent on a public opinion poll regarding a potential ballot question is one of timing. A ballot question is not subject to the restrictions of Neb. Rev. Stat. § 49-14,101.02 until action by the public body (here the board of education) to place such question on the ballot at a statewide primary or general election, or at a special election. It is prudent and appropriate, and in fact a good idea, for a school board to conduct some advanced study of a potential ballot question. Part of that advance study process may appropriately include research into need, cost, and finances; and determining the likely reaction of the community (through for example a poll) to the potential ballot issue based upon such need, cost and financing. Such research by the school board would constitute an exercise of due diligence, and would be a part of the legislative process leading up to consideration by such body to place the matter on the ballot. However, once action is taken by the school board to place the matter on the ballot, a different standard of conduct applies – that of Neb. Rev. Stat. § 49-14, 101.02 – the potential ballot issue becomes an actual ballot issue and as such is a part of the electoral process and therefore subject to different rules – those of the PADC.

Conclusion: In short, the School District may expend public funds as part of a due diligence research process to ascertain the need, cost, finances and community acceptance of a "potential" ballot issue, and such expenditure can include the cost of conducting an opinion poll. **We would caution, however, that the opinion poll inquiries or questions should be carefully drawn to present the potential ballot issue in a neutral manner**.