

## **Agenda**

- I. Policy Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
  - V.A. Minutes of the Previous Month's Meetings
  - V.B. Treasurer's Report
  - V.C. Statement of Activity Fund Accounts
  - V.D. Recommendation for Bill Payment
- VI. Items From Patrons on Agenda Items
- VII. Old Business
  - VII.A. Second and Final Reading of Policies 1220, 3132, 3540, 4009, 4133, 4140, 5414, 6121, 6600, 8343, 8346 and 9340.
  - VII.B. Girls Tennis Program Development at Platteview High School
- VIII. New Business
  - VIII.A. First Reading of Policy 5105- Naloxone Policy
  - VIII.B. Discuss, consider and take all necessary action with regard to approving the architect agreement for the proposed multiple school facilities renovation project.
  - VIII.C. Consolidation of Activity Accounts
- IX. Reports
  - IX.A. ESSER III & Health Updates & Policies Related to the Pandemic - Fall 2022 Update
  - IX.B. Back to School Calendar for Staff
  - IX.C. Board Meeting Dates for 22-23 School Year
  - IX.D. Trailblazer Conference Update
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn



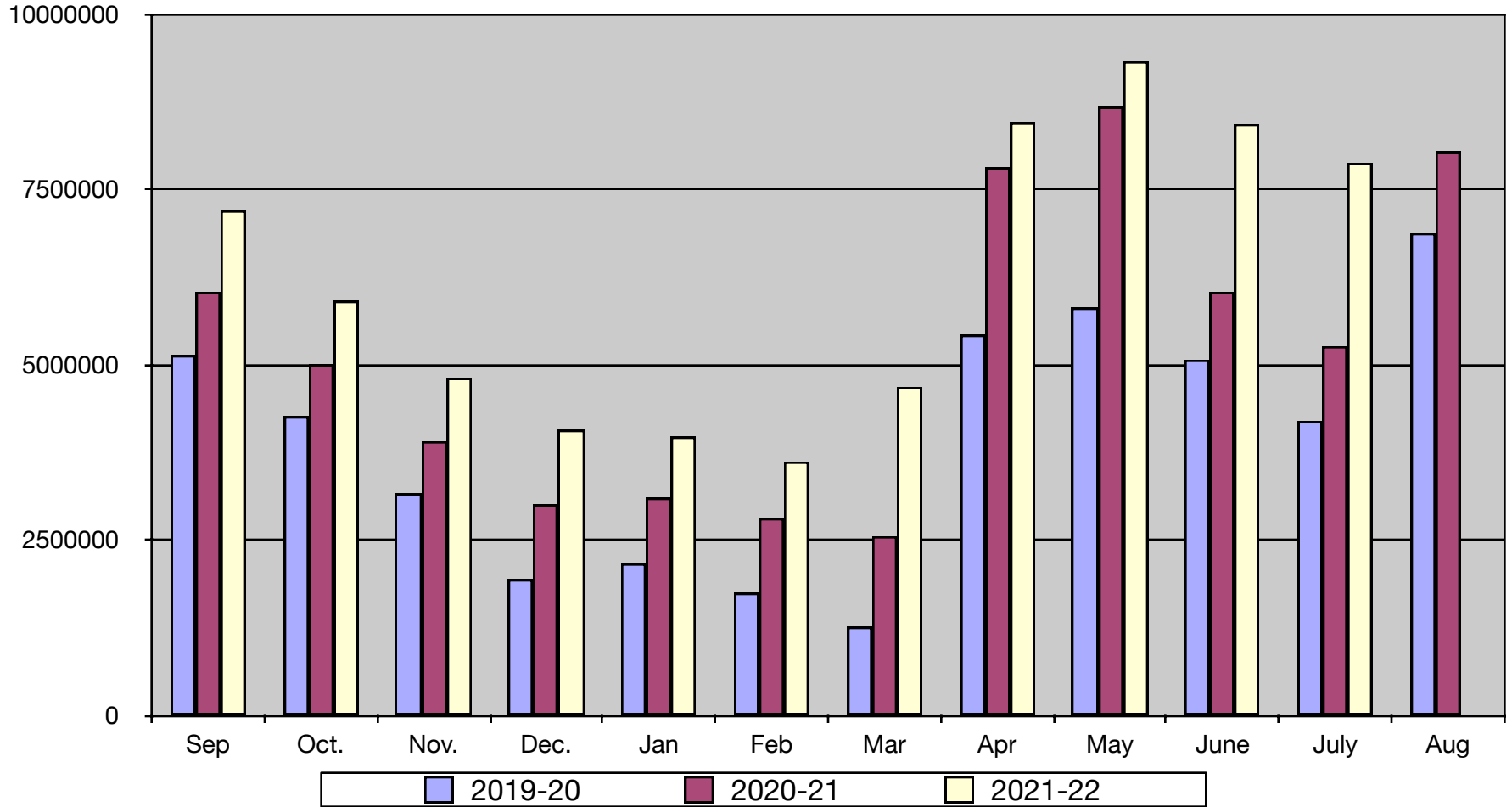
## Finance Report July 2022

- Our cash balance for the General Fund is \$7873124.22. We will receive a larger tax draw in August that will help with final bills, I expect that to be close to 4 million.
- The Building Fund is at \$3,403,680.80. Bills for summer projects will be coming in to impact this fund.
- At the August work session we will plan to transfer any remaining funds to the depreciation fund. I will be asking the board to consider where to prioritize the dollars in this fund.
- At the work session meeting we will take a look at the draft budget. Preliminary valuation came out in June at 14.18% increase for our district. I expect that this number will decrease when the actual valuations are finalized in August.
- Larger bond bills are coming in as we wrap up the construction projects.
- School Lunch, Bond, Depreciation, Employee Benefit, and QCPUF are all in normal ranges for this time of year as you review the cash comparisons report.

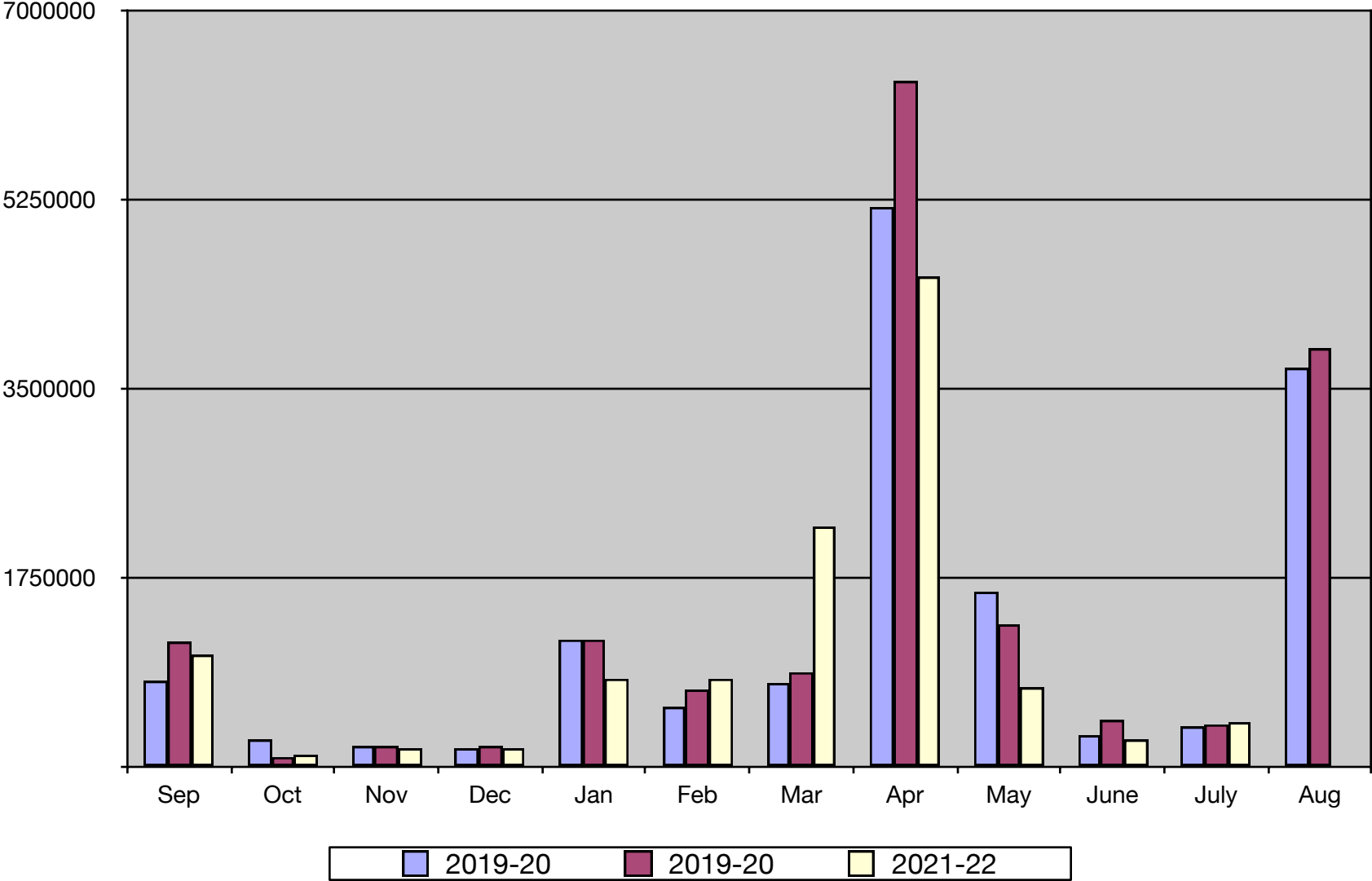
## CASH COMPARISONS as of July, 2022

			2019-20	2020-2021	2021-22
	<b>April</b>	General Fund	\$ 5,439,299.59	\$7,825,352.93	\$8,469,449.16
		Emp. Benefit Fund	\$ 175,138.59	\$175,247.30	\$173,408.97
		Building Fund	\$ 1,654,997.35	\$2,337,564.59	\$2,889,643.99
		School Lunch	\$ 164,730.51	\$231,067.98	\$478,288.48
		Bond Fund	\$ 266,371.63	\$400,167.97	\$1,380,588.96
		Bond Fund #2			\$6,082,477.63
		Depreciation Fund	\$ 72,626.86	\$72,670.27	\$67,662.78
		QCPUF	\$ 161,945.35	\$205,836.86	\$214,719.78
		April Total	\$ 7,935,109.88	\$11,247,907.90	\$19,756,239.75
	<b>May</b>	General Fund	\$ 5,814,162.64	\$8,690,026.76	\$9,331,253.24
		Emp. Benefit Fund	\$ 175,152.50	\$175,254.02	\$173,421.13
		Building Fund	\$ 1,909,071.50	\$2,647,644.26	\$3,242,205.06
		School Lunch	\$ 156,719.82	\$302,873.47	\$501,794.98
		Bond Fund	\$ 306,452.81	\$330,876.47	\$1,324,236.06
		Bond Fund #2		\$2,845,506.45	\$5,265,152.76
		Depreciation Fund	\$ 72,630.96	\$72,673.06	\$67,667.53
		QCPUF	\$ 177,624.81	\$251,034.58	\$249,475.22
		May Total	\$ 8,611,815.04	\$15,315,889.07	\$20,155,205.98
	<b>June</b>	General Fund	\$ 5,090,931.48	\$6,036,567.10	\$8,442,054.75
		Emp. Benefit Fund	\$ 175,167.86	\$175,261.94	\$173,434.91
		Building Fund	\$ 1,939,152.68	\$2,730,580.07	\$3,345,758.80
		School Lunch	\$ 156,392.80	\$255,203.70	\$505,346.53
		Bond Fund	\$ 300,676.84	\$384,471.73	\$1,351,957.86
		Bond Fund #2		\$6,293,031.72	\$4,281,534.11
		Depreciation Fund	\$ 72,637.33	\$72,676.35	\$67,672.90
		QCPUF	\$ 168,297.22	\$217,478.14	\$253,726.44
		NPAIT		\$6,000,000.00	
		June Total	\$ 7,903,256.21	\$22,165,270.75	\$18,421,486.30
	<b>July</b>	General Fund	\$ 8,690,026.76	\$5,262,218.90	\$7,873,124.22
		Emp. Benefit Fund	\$ 175,254.02	\$175,269.14	\$173,449.64
		Building Fund	\$ 2,647,644.26	\$2,772,105.18	\$3,403,680.00
		School Lunch	\$ 302,873.47	\$281,993.46	\$449,383.97
		Bond Fund	\$ 330,876.68	\$404,701.27	\$1,405,495.24
		Bond Fund #2		\$4,518,752.24	\$3,138,713.55
		Depreciation Fund	\$ 72,673.06	\$72,679.34	\$67,678.65
		QCPUF	\$ 217,478.14	\$223,289.33	\$262,062.11
		July Total	\$12,436,826.39	\$13,711,008.86	\$16,773,587.38

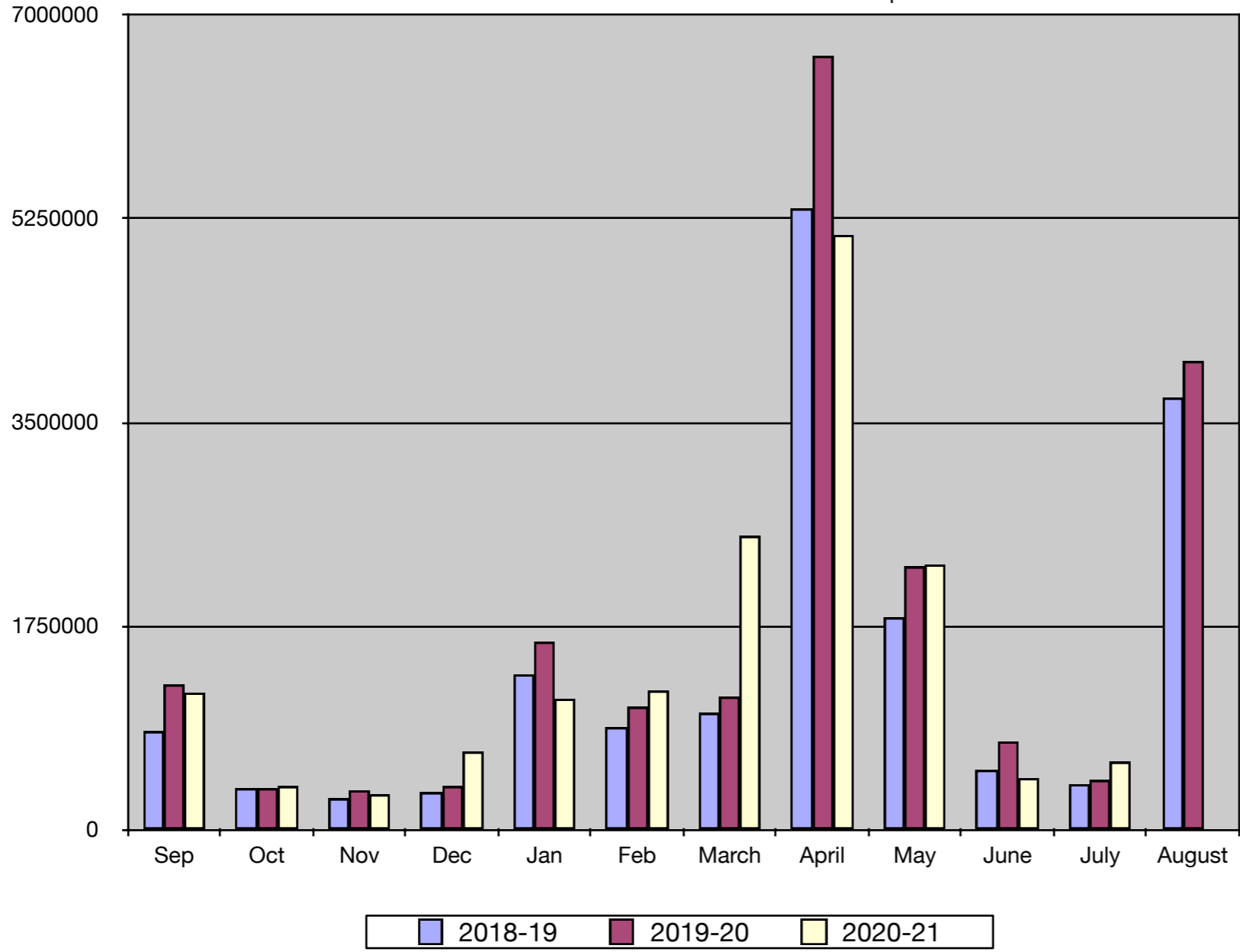
General Fund Balance 2020-21



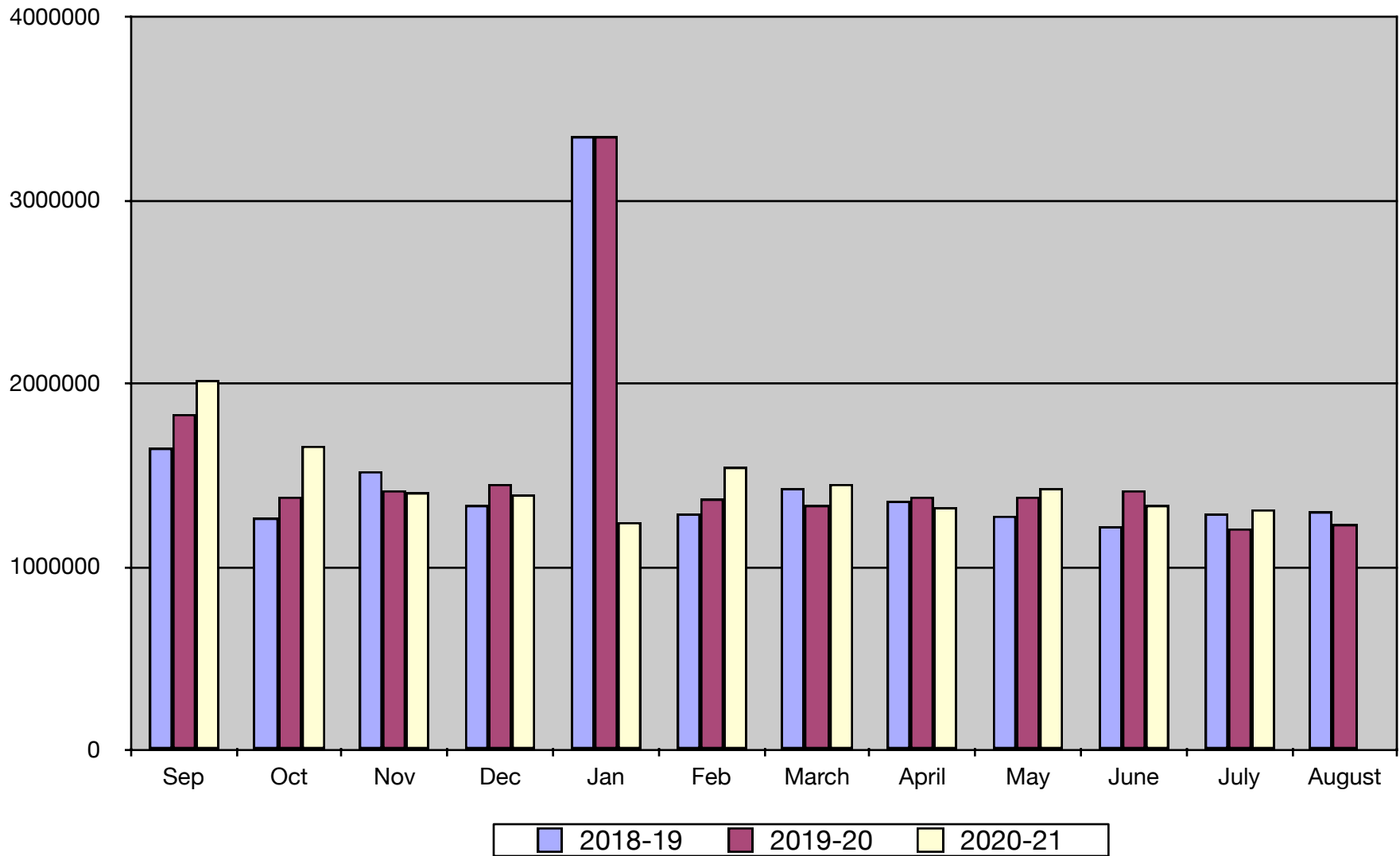
General Fund Tax Draws 2020-21



General Fund Receipts 2020-21



General Fund Expenses 2020-21



<b>Balance as of last day of the month</b>			
<b>Month</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
September	5,146,012	6,034,069	7,203,154
October	4,256,601	5,006,117	5,928,299
November	3,159,199	3,914,022	4,829,819
December	1,941,566	3,026,154	4,091,806
January	2,162,383	3,095,987	3,965,055
February	1,746,377	2,806,147	3,609,526
March	1,277,310	2,554,360	4,682,859
April	5,439,299	7,825,353	8,469,449
May	5,814,163	8,690,027	9,331,252
June	5,090,931	6,033,378	8,442,054
July	4,192,685	5,262,218	7,873,124
August	6,897,339	8,038,763	
<b>TOTALS</b>	<b>47,123,865</b>	<b>62,286,594</b>	<b>68,426,397</b>
<b>Tax Draw</b>			
<b>Month</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
September	811,549	1,173,235	1,045,268
October	252,712	94,660	121,624
November	209,289	205,322	176,582
December	177,342	190,129	170,001
January	1,185,326	1,177,144	824,674
February	552,015	721,258	827,765
March	787,244	882,780	2,229,286
April	5,192,561	6,358,946	4,539,959
May	1,633,856	1,330,314	746,496
June	309,899	437,987	257,169
July	380,480	396,448	413,264
August	3,703,578	3,884,813	
<b>TOTALS</b>	<b>15,195,851</b>	<b>16,853,036</b>	<b>11,352,088</b>
<b>Receipts</b>			
<b>Month</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
September	835,820	1,251,208	1,180,989
October	346,905	356,341	378,070
November	266,213	326,816	304,457
December	309,966	369,966	660,830
January	1,331,404	1,607,760	1,120,990
February	876,798	1,047,118	1,192,514
March	1,002,911	1,142,485	2,522,602
April	5,343,958	6,650,634	5,105,843
May	1,812,553	2,256,725	2,284,253
June	512,757	756,241	444,302
July	393,226	414,981	572,810
August	3,713,453	4,019,522	
<b>TOTALS</b>	<b>16,745,964</b>	<b>20,199,797</b>	<b>15,767,660</b>
<b>Expenses</b>			
<b>Month</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
September	1,646,988	1,829,100	2,020,632
October	1,265,293	1,379,545	1,656,766
November	1,522,015	1,420,710	1,402,107
December	1,340,222	1,452,755	1,399,227
January	3,343,525	3,346,561	1,247,004
February	1,292,350	1,370,401	1,544,991
March	1,430,608	1,336,453	1,453,455
April	1,360,785	1,381,572	1,320,026
May	1,275,712	1,380,836	1,428,094
June	1,221,768	1,416,291	1,332,094
July	1,291,910	1,211,538	1,311,370
August	1,296,132	1,236,778	
<b>TOTALS</b>	<b>18,287,308</b>	<b>18,762,540</b>	<b>16,115,766</b>

Fund	Budget	Expenditure	Ending Balance	% spent
1100's-Instruction	\$9,285,983.00	\$8,455,709.07	\$830,273.93	91.06%
1160-Poverty Programs	\$171,198.00	\$137,719.82	\$33,478.18	80.44%
1200-SPED Instruction	\$1,512,124.00	\$1,349,136.09	\$162,987.91	89.22%
2120-Guidance Services	\$452,279.00	\$368,412.34	\$83,866.66	81.46%
2130-Health Services	\$225,600.00	\$225,122.37	\$477.63	99.79%
2140-SPED Psychology	\$138,147.00	\$102,946.39	\$35,200.61	74.52%
2151-School Age Speech	\$263,689.00	\$239,879.05	\$23,809.95	90.97%
2152-Ages 3-5 Speech	\$97,694.00	\$45,461.38	\$52,232.62	46.53%
2153-Ages 0-2 Speech	\$60,379.00	\$44,664.47	\$15,714.53	73.97%
2161- School Age OT	\$15,000.00	\$7,436.00	\$7,564.00	49.57%
2162-Ages 3-5 OT	\$15,000.00	\$9,340.25	\$5,659.75	62.27%
2163-Ages 0-2 OT	\$15,000.00	\$11,366.25	\$3,633.75	75.78%
2171-School Age PT	\$15,000.00	\$2,142.50	\$12,857.50	14.28%
2172-Ages 3-5 PT	\$15,000.00	\$2,611.00	\$12,389.00	17.41%
2173-Ages 0-2 PT	\$15,000.00	\$2,106.00	\$12,894.00	14.04%
2181-School Age Vision	\$15,000.00	\$6,788.88	\$8,211.12	45.26%
2190-Other Pupil Services	\$53,600.00	\$63,709.72	-\$10,109.72	118.86%
2210-Learning Improvement	\$258,378.00	\$234,703.70	\$23,674.30	90.84%
2220-Libraries	\$285,734.00	\$246,222.94	\$39,511.06	86.17%
2310-Board Of Education	\$35,000.00	\$51,163.95	-\$16,163.95	146.18%
2320-Executive Administration	\$339,937.00	\$282,227.88	\$57,709.12	83.02%
2330-Legal Services	\$25,000.00	\$33,822.54	-\$8,822.54	135.29%
2410-Office of Principal	\$1,081,982.00	\$1,070,895.88	\$11,086.12	98.98%
2510-General Admin Business Services	\$605,494.00	\$453,217.08	\$152,276.92	74.85%
2560/80-Public Relations	\$110,458.00	\$101,691.68	\$8,766.32	92.06%
2610-Operation of Plant	\$1,030,975.00	\$855,814.58	\$175,160.42	83.01%
2620/30-Maintenance of Buildings/Grounds	\$391,124.00	\$310,880.70	\$80,243.30	79.48%
2650-Vehicle Acquisition/Maintenance	\$17,000.00	\$8,456.15	\$8,543.85	49.74%
2660/70-Security and Safety	\$74,500.00	\$45,130.82	\$29,369.18	60.58%
2720/90/91-Transportation	\$630,500.00	\$535,383.06	\$95,116.94	84.91%
2712/92-SPED Transportation	\$243,000.00	\$140,051.82	\$102,948.18	57.63%

3535-High Ability	\$12,400.00	\$35,160.84	-\$22,760.84	283.56%
3590-Extended Learning Opportunity Grants	\$8,000.00	\$10,976.97	-\$2,976.97	137.21%
6200-Title I	\$80,803.00	\$77,055.24	\$3,747.76	95.36%
6310-Title IIA	\$21,596.00	\$30,427.30	-\$8,831.30	140.89%
6969-Title IV	\$10,000.00	\$2,500.00	\$7,500.00	25.00%
6406-IDEA Part B Preschool	\$12,928.00	\$0.00	\$12,928.00	0.00%
6408-IDEA Enrollment/Poverty	\$231,604.00	\$226,156.20	\$5,447.80	97.65%
6412-Non-Public IDEA	\$2,650.00	\$1,913.66	\$736.34	72.21%
6700-Perkins	\$7,800.00	\$1,530.15	\$6,269.85	19.62%
1300-Summer School	\$40,809.00	\$27,366.97	\$13,442.03	67.06%
6998-ESSER III	\$255,000.00	\$235,541.91	\$19,458.09	92.37%
7000-Short Term Borrowing	\$1,000,000.00	\$0.00	\$1,000,000.00	0.00%
8000-Transfers	\$380,661.00	\$0.00	\$380,661.00	0.00%
	\$19,559,026.00	\$16,092,843.60	\$3,466,182.40	82.28%

**Board of Education Regular Meeting**  
**South Sarpy School District 46**  
Monday, July 18, 2022 7:00 PM

The Site Committee started at 6:00 p.m. Fisher and Wichman were present. Discussion on the proposed remodel of the old elementary school and the current construction updates were given. The committee meeting adjourned at 6:33 p.m.

The Finance Committee started at 6:34 p.m. Guenther, Swanson, and Fisher were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:57 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools, South Sarpy School District 46, in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, July 18th, 2022, at the District Board Office, Central Services Building. Present: Kyle Fisher, Lisa Roseland, Brian Wichman, Brenda Guenther, Cori Swanson. Absent: Brian Osborn.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman.  
Nays-none

There were no items from patrons on agenda items.

Action to approve the Student Transportation of America contract extension as presented passed with a motion by Fisher and a second by Wichman. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays-none.

Action to approve the contract with ATS for custodial services as presented passed with a motion by Wichman and a second by Fisher. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays- none.

Action to approve construction plan for the former Springfield Elementary as presented passed with a motion by Fisher and a second by Wichman. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays-none.

Action that the Board of Education of this School District should and does hereby approve the engineering agreement between the School District and Olsson, Inc., for certain professional engineering services related to a proposed multiple school facilities renovation project, in the form on file with official School District records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School District and approved by the Board President or Superintendent of Schools, and further hereby delegates authority to and authorizes and directs the Board President, or designee, to sign, execute and deliver the engineering agreement, to sign, execute and deliver any

documents called for in the engineering agreement, any amendments thereto, to pay the engineering fees and expenses, and to take all other action necessary to carry such engineering agreement into effect. passed with a motion by Wichman and a second by Fisher. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays- none.

Superintendent Dr. Saunders and A.D. Josh Siske updated the Board on discussions of a future tennis program. There was discussion to possibly utilize and help resurface the tennis courts at Hawaiian Village, which would allow the school to gauge interest in tennis and be able to house a program instead of competing under Bellevue East.

Action to approve the Sarpy County Sheriff's MOU for Public Access of Video passed with a motion by Roseland and a second by Fisher. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays- none.

First readings were done of Policies 1220, 3132, 3540, 4009, 4133, 6600, 8343, 8346, and 9340 for annual policy update.

Action to approve the contract with Prime to install door contacts on all doors at PHS and PC passed with a motion by Guenther and a second by Wichman. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays- none.

The Board discussed Policy 3090 and the selling of district items. A process was discussed on taking inventory and setting costs of old district items from buildings.

Dr. Saunders updated the board on LB 644 - Postcard Bill, and the joint public hearings that could take place in September.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 8:18 p.m. passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Roseland, Swanson, Wichman. Nays- none.



BANK STATEMENT



402-786-2555 402-879-4788 308-345-1744 402-253-2222
WAVERLY SUPERIOR McCOOK SPRINGFIELD
horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
14801 S 108TH ST
SPRINGFIELD NE 68059

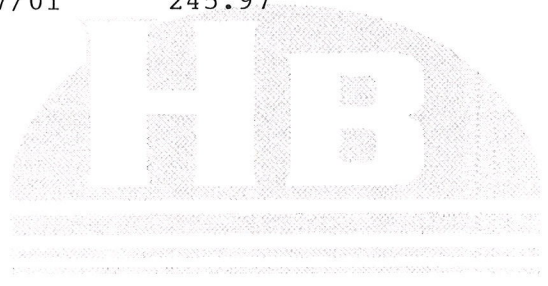
YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

Table with columns: CHECKING SUMMARY, ACCOUNT, PIECES, WITHDRAWALS, DEPOSITS, BALANCE. Includes rows for PREV STATEMENT BALANCE, INTEREST PAID, 1 CHECKS / DEBITS, and STATEMENT BALANCE.

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 245.97

CHECKS / DEBITS ... ACCOUNT 04-151-129
07/01 1225 450.00 CUSTOMER CHE

Table with columns: DAILY BALANCES, ACCOUNT, DATE, BALANCE. Includes rows for 06/30, 07/01, and 07/31.



1225

SOUTH SARPY SCHOOL DIST. #46  
 STUDENT FEE ACCOUNT  
 14601 S 108TH ST  
 SPRINGFIELD, NE 68059

DATE 7/13/22

PAY TO THE ORDER OF Wildlife Encounters \$ 450.00

four hundred fifty and no/100 DOLLARS

Inv #4064

Royanne Kastors  
 R. Kastors

① PRINGFIELD BANK

① 001225 ① 1049136621415 ① 129

1225

7/1/2022

450.00

402-786-2555  
WAVERLY402-879-4788  
SUPERIOR308-345-1744  
McCOOK402-253-2222  
SPRINGFIELD

horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM  
ADMINISTRATIVE REVOLVING ACCT  
14801 S 108TH ST  
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY .....		ACCOUNT 04-171-468	PIECES 0		
		WITHDRAWALS	DEPOSITS		BALANCE
PREV STATEMENT BALANCE	(06/30/22)				2,631.53
INTEREST PAID	.....				
STATEMENT BALANCE	(07/31/22)				2,631.53
-----					
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ...			2,631.53		
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DAILY BALANCES .....		ACCOUNT 04-171-468			
06/30	2631.53			07/31	2631.53





**SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**

**Treasurer's Report**

**For the month ended July 31, 2022**

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 343,718.86
Deposits:			
Springfield State Bank - Interest	\$ 31.49		
Transfer from Depreciation Fund	\$ 0.00		
Transfers from Investment Account	\$ 1,311,190.14		
Transfers from Bond Fund	\$ 0.00		
Transfer from QCPUF	\$ 0.00		
Transfers from Lunch Fund Investment	\$ 0.00		
Transfers from Building #2 (Bond #2)	\$ 0.00		
Transfers from Building Fund Investment	\$ 0.00		
			\$ 1,311,221.63
			\$ 1,654,940.49
Disbursements			
			\$ 1,305,911.71
Bank Balance: End of Reporting Period			\$ 349,028.78
Outstanding Checks: End of Reporting Period			\$ 28,175.39
<b>NOW Account Balance: End of Reporting Period</b>			<b>\$ 320,853.39</b>
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 8,288,549.41
Deposits:			
Springfield State Bank - Interest	\$ 690.11		
Sarpy County Treasurer - Local Taxes	\$ 275,794.51		
Sarpy- MVT	\$ 129,462.83		
Sarpy-ProRate M/V	\$ 8,008.88		
Sarpy-Homestead	\$ 35,100.15		
State Aid	\$ 112,695.00		
SPED SA Reimb- State	\$ 0.00		
Medicaid	\$ 9,298.14		
Federal- IDEA SPED, Title, Perkins, HAL	\$ 0.00		
County Fines/City Fees/ Liquor Licenses	\$ 1,750.46		
Summer School/ Preschool payments	\$ 0.00		
Refunds/ Reimbursements/ Donations	\$ 0.00		
iPad Fees and Insurance	\$ 10.00		
			\$ 572,810.08
			\$ 8,861,359.49
Disbursements			
Transfers to General Fund NOW	\$ 1,311,190.14		
Administrative Revolving	\$ 0.00		
Transfer to Depreciation	\$ 0.00		
Returned checks/ fees/ overpayment	\$ 0.00		
Bank and other Service Charges	\$ 180.05		
			\$ 1,311,370.19
			\$ 7,549,989.30
<b>Investment Account Balance: End of Reporting Period</b>			<b>\$ 7,549,989.30</b>

<u>General Fund Administrative Revolving Account</u>			
Available Balance: Beginning of Reporting Period			\$ 2,631.53
Deposits:			
Transfers From General Fund Investment Acc't	\$ 0.00		
		\$	0.00
		\$	2,631.53
Disbursements		\$	0.00
Bank Balance: End of Reporting Period		\$	2,631.53
Outstanding Checks: End of Reporting Period		\$	350.00
<b>Admin. Revolving Account Balance: End of Reporting Period</b>		<b>\$</b>	<b>2,281.53</b>
General Fund Administrative Revolving Account		\$	2,281.53
General Fund NOW Account		\$	320,853.39
General Fund Investment Account		\$	7,549,989.30
<b>TOTAL GENERAL FUND BALANCE</b>		<b>\$</b>	<b>7,873,124.22</b>
<u>Employee Benefit Fund</u>			
Available Balance: Beginning of Reporting Period		\$	173,434.91
Deposits:			
Springfield State Bank - Interest		\$	14.73
Transfers From General Fund Investment Acc't		\$	0.00
Bank Balance: End of Reporting Period		\$	173,449.64
Certificate of Deposit			
Available Balance: End of Reporting Period		\$	173,449.64
Disbursements		\$	0.00
<b>TOTAL EMPLOYEE BENEFIT BALANCE</b>		<b>\$</b>	<b>173,449.64</b>
<u>Special Building Fund #1 Account</u>			
Available Balance: Beginning of Reporting Period		\$	3,345,758.80
Deposits:			
Springfield State Bank - Interest	\$ 286.85		
Sarpy County Treasurer - Local Taxes	\$ 59,661.55		
Sarpy-Homestead	\$ 7,596.33		
Sarpy-ProRate M/V	\$ 1,733.27		
Sale of Property-Bellevue	\$ 0.00	\$	69,278.00
		\$	3,415,036.80
Disbursements	\$ 11,356.00	\$	11,356.00
Available Balance: End of Reporting Period		\$	3,403,680.80
<b>TOTAL SPECIAL BUILDING FUND BALANCE</b>		<b>\$</b>	<b>3,403,680.80</b>
<u>School Lunch Investment Account</u>			
Available Balance: Beginning of Reporting Period		\$	505,346.53
Deposits:			
Springfield State Bank - Interest	\$ 42.90		
Hot Lunches	\$ 0.00		

State/Federal Aid	\$	0.00	
KidsCare Reimbursement/ Other	\$	0.00	\$ 42.90
			\$ 505,389.43
Disbursements			
July Disbursements	\$	917.51	
Returned checks debit/fees	\$	27.95	
			\$ 945.46
Bank Balance: End of Reporting Period			\$ 504,443.97
Outstanding Checks: End of Reporting Period			\$ 55,060.00
Available Balance: End of Reporting Period			\$ 449,383.97
<b>TOTAL SCHOOL LUNCH FUND BALANCE</b>			<b>\$ 449,383.97</b>
<u>Bond Fund #1 Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 1,351,957.86
Deposits:			
Springfield State Bank - Interest	\$	117.60	
Sarpy County Treasurer - Local Taxes	\$	45,194.48	
Sarpy County-Homestead	\$	6,909.48	
Sarpy-ProRate M/V	\$	1,315.82	\$ 53,537.38
			\$ 1,405,495.24
Disbursements			\$ 0.00
Outstanding Checks: End of Reporting Period			\$ 0.00
Available Balance: End of Reporting Period			\$ 1,405,495.24
<b>TOTAL BOND FUND BALANCE</b>			<b>\$ 1,405,495.24</b>
<u>Building Fund #2 Investment Account (Series 2020 Bond)</u>			
Available Balance: Beginning of Reporting Period			\$ 4,281,534.11
Deposits:			
Springfield State Bank - Interest	\$	347.97	
D.A. Davidson-Bond proceeds	\$	0.00	\$ 347.97
			\$ 4,281,882.08
Disbursements			\$ 1,143,168.53
Outstanding Checks: End of Reporting Period			\$ 0.00
Available Balance: End of Reporting Period			\$ 3,138,713.55
<b>TOTAL BLDG. FUND #2 BALANCE (2020)</b>			<b>\$ 3,138,713.55</b>
<u>Depreciation Fund Account</u>			
Available Balance: Beginning of Reporting Period			\$ 67,672.90
Deposits:			
Springfield State Bank - Interest	\$	5.75	
Transfers from General Fund	\$	0.00	\$ 5.75
			\$ 67,678.65
Disbursements			

Transfer to NOW	\$	0.00	\$	0.00
Available Balance: End of Reporting Period			\$	67,678.65
<b>TOTAL DEPRECIATION FUND BALANCE</b>			<b>\$</b>	<b>67,678.65</b>
<u>QCPUF Fund Account</u>				
Available Balance: Beginning of Reporting Period			\$	253,726.44
Deposits:				
Sarpy County-Real Estate Taxes	\$	7,189.69		
Sarpy County-Homestead	\$	915.18		
Sarpy-ProRate M/V	\$	208.82		
Springfield State Bank - Interest	\$	21.98	\$	8,335.67
			\$	262,062.11
Disbursements	\$	0.00		
Outstanding Checks: End of Reporting Period			\$	0.00
Available Balance: End of Reporting Period			\$	262,062.11
<b>TOTAL QCPUF FUND BALANCE</b>			<b>\$</b>	<b>262,062.11</b>





Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05 704 1505	PHS COMPUTER SCIENCE DUAL CREDIT	728.21	0.00	0.00	0.00	0.00	0.00	728.21
05 704 1507	PHS ELA DUAL CREDIT	1,647.40	0.00	0.00	0.00	0.00	0.00	1,647.40
05 704 1510	PHS GOVERNMENT DUAL CREDIT	800.00	0.00	0.00	0.00	0.00	0.00	800.00
05 704 1515	PHS MATH DUAL CREDIT	5,425.00	0.00	0.00	0.00	0.00	0.00	5,425.00
05 704 1520	PHS SPANISH DUAL CREDIT	1,223.93	0.00	0.00	0.00	0.00	0.00	1,223.93
05 704 1600	PHS BASEBALL	4,147.71	0.00	0.00	0.00	0.00	0.00	4,147.71
05 704 1605	PHS BOYS BASKETBALL	4,727.43	0.00	40.00	0.00	0.00	0.00	4,767.43
05 704 1610	PHS BOYS GOLF	262.63	0.00	0.00	0.00	0.00	0.00	262.63
05 704 1615	PHS BOYS SOCCER	1,440.20	0.00	0.00	0.00	0.00	0.00	1,440.20
05 704 1620	PHS CROSS COUNTRY	572.94	0.00	0.00	0.00	0.00	0.00	572.94
05 704 1625	PHS FOOTBALL	10,691.93	0.00	0.00	0.00	173.85	0.00	10,518.08
05 704 1630	PHS GIRLS BASKETBALL	8,822.07	250.00	80.08	0.00	0.00	0.00	8,652.15
05 704 1635	PHS GIRLS GOLF	1,638.43	0.00	0.00	0.00	0.00	0.00	1,638.43
05 704 1640	PHS GIRLS SOCCER	1,369.41	(1,544.41)	0.00	0.00	0.00	0.00	2,943.82
05 704 1645	PHS SOFTBALL	2,184.62	0.00	0.00	0.00	0.00	0.00	2,184.62
05 704 1650	PHS TRACK	1,187.35	1,544.41	0.00	0.00	0.00	0.00	(357.06)
05 704 1655	PHS UNIFIED/FOOTBALL	202.72	0.00	0.00	0.00	0.00	0.00	202.72
05 704 1656	PHS UNIFIED/SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 1660	PHS VOLLEYBALL	5,996.39	1,323.50	11,441.00	0.00	0.00	0.00	16,113.89
05 704 1665	PHS BWRESTLING	33.14	0.00	0.00	0.00	0.00	0.00	33.14
05 704 1700	PHS ALUMNI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 1710	PHS CLASS FINES	346.60	0.00	0.00	0.00	0.00	0.00	346.60
05 704 1715	PHS COLLEGE ACCESS GRANT	347.20	0.00	0.00	0.00	0.00	0.00	347.20
05 704 1720	PHS CONCESSIONS	13,820.80	912.85	0.00	0.00	0.00	0.00	12,907.95
05 704 1725	PHS D.C. TOUR	0.06	0.00	0.00	0.00	0.00	0.00	0.06
05 704 1730	PHS FACULTY COURTESY FUND	272.83	156.00	0.00	0.00	0.00	0.00	116.83
05 704 1735	PHS FINE ARTS	4,456.87	39.96	0.00	0.00	0.00	0.00	6,116.91
05 704 1740	PHS GUIDANCE	568.49	36.00	0.00	0.00	0.00	0.00	532.49
05 704 1745	PHS LIBRARY	288.67	0.00	0.00	0.00	0.00	0.00	288.67
05 704 1750	PHS PRINCIPAL	1,843.80	833.27	2,543.53	0.00	0.00	0.00	3,554.06
05 704 1767	PHS STAFF WELLNESS	1,097.90	0.00	0.00	0.00	0.00	0.00	1,097.90
05 704 1770	PHS TROJAN STORE	16,392.89	0.00	0.00	0.00	0.00	0.00	16,392.89
Account Group Total: PLAT HS		196,939.69	5,161.68	27,065.94	0.00	688.10	0.00	219,885.75



Batch Description: JULY 2022 STUDENT ACTIVITY  
Checking Account: 5 Student Activity Account

Processing Month: 07/2022

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	07/31/2022	235,458.09

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
10068	MELISSA HASTY	02/16/2022	59.83
10128	Kaela Heneger	05/26/2022	196.70
48900	THE VOLLEYBALL ACADEMY	01/11/2001	968.00
49240	JOSEPH SMITH	04/27/2021	70.00
49402	CHARISSA WOOD	08/13/2021	45.00
49461	MATTHEW SANJURJO	09/01/2021	60.00
49604	Angela AuBuchon	10/21/2021	109.08
49779	RYAN LEWIS	12/21/2021	35.00
50011	AJ REIMER	03/25/2022	125.00
50135	INTERMOUNTAIN WOOD PRODUCTS	04/28/2022	379.00
50184	PLATTEVIEW BAND BOOSTERS	05/26/2022	185.00
50201	THE EI8HTS	06/02/2022	50.00
50210	ASHLAND-GREENWOOD PUBLIC SCHOOLS	06/10/2022	180.00
50213	BOYS TOWN HIGH SCHOOL	06/21/2022	1,000.00
50224	Jacki Case	06/28/2022	37.12
50230	JENSEN PUBLISHING	06/28/2022	110.00
60251	RONALD ALEXANDER	07/22/2022	650.00
60252	CONCORDIA UNIVERSITY	07/22/2022	250.00
60253	SPRINGFIELD ACE HARDWARE	07/22/2022	39.96
60254	VALENTINO'S	07/22/2022	556.19
60255	SAM'S CLUB MC/SYNCB	07/25/2022	1,622.47
60256	HY-VEE ACCOUNTS RECEIVABLE	07/26/2022	228.75
60257	PAPILLION FLOWER PATCH	07/26/2022	156.00
60258	WESTLAKE ACE HARDWARE	07/26/2022	98.97
	<b>Total:</b>		<b>7,212.07</b>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
235,458.09	(7,212.07)	228,246.02	254,247.94	(26,001.92)

THIS IS THE BANK BALANCE

THIS IS THE ACCOUNT BALANCE

THIS DIFFERENCE STEMS FROM BEGINNING BALANCES IN WORKING WITH BETH @ SUI, ON THE CONVERSION FROM AAWEB - ON THE BACKSIDE. WE ARE CURRENTLY WORKING WITH SUI TO INVESTIGATE AND RESOLVE THE DIFFERENCE. THE BANK STATEMENT RECONCILES CORRECTLY SO THERE IS NO MISSING AMOUNT OF MONEY.

Cleared Automatic Payment Total:	1,559.34
Cleared Checks Total:	17,107.45
Cleared Direct Deposit Total:	
Cleared Void Total:	5,485.74
Cleared Cash Receipt Total:	28,797.86
Cleared Manual Journal Entries Total:	11,186.20
Cleared Sales Journal Total:	





BANK STATEMENT



402-786-2555 402-879-4788 308-345-1744 402-253-2222
WAVERLY SUPERIOR McCOOK SPRINGFIELD

horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: BUSINESS INTEREST CHK

Table with columns: CHECKING SUMMARY, ACCOUNT 00N104-812, PIECES 29, WITHDRAWALS, DEPOSITS, BALANCE. Rows include: PREV STATEMENT BALANCE (06/30/22) 193,059.18; 13 DEPOSITS / CREDITS 28,780.04; INTEREST PAID 15.80; 30 CHECKS / DEBITS 18,315.83; STATEMENT BALANCE (07/31/22) 203,539.19

YTD INTEREST PAID 93.27
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 186,026.10

DEPOSITS / CREDITS ACCOUNT 00N104-812

Table of deposits: 07/19/22 ACH DEPOSIT 957.00; 07/21/22 ACH DEPOSIT 356.00; 07/22/22 ACH DEPOSIT 178.00; 07/26/22 ACH DEPOSIT 215.00; 07/27/22 ACH DEPOSIT 796.00; 07/28/22 ACH DEPOSIT 2,062.00; 07/29/22 CUSTOMER DEPOSIT 996.75; 07/29/22 CUSTOMER DEPOSIT 2,265.00; 07/29/22 CUSTOMER DEPOSIT 3,401.18; 07/29/22 CUSTOMER DEPOSIT 4,461.00; 07/29/22 CUSTOMER DEPOSIT 5,719.11; 07/29/22 CUSTOMER DEPOSIT 6,980.00; 07/29/22 ACH DEPOSIT 393.00; 07/31/22 INTEREST PAID 15.80

CHECKS / DEBITS ACCOUNT 00N104-812

Table of checks/debits: 07/05 29.94 ACH DEBIT 07/26\* 50205 250.00 CUSTOMER CHE; 07/06 401.00 DEBIT CARD P 07/01\* 50211 52.96 CUSTOMER CHE; 07/06 401.00 DEBIT CARD P 07/08\* 50215 260.49 CUSTOMER CHE; 07/12 26.95 DEBIT CARD P 07/15 50216 1860.00 CUSTOMER CHE; 07/26 673.50 DEBIT CARD P 07/28 50217 942.50 CUSTOMER CHE; 07/28 26.95 DEBIT CARD P 07/14 50218 3028.19 CUSTOMER CHE; 07/19\* 31888 5485.74 STOP/HOLD OV 07/05 50219 58.16 CUSTOMER CHE; 07/19\* 49831 19.75 CUSTOMER CHE 07/15 50220 553.90 CUSTOMER CHE; 07/05\* 50112 100.00 CUSTOMER CHE 07/14 50221 650.00 CUSTOMER CHE; 07/05\* 50179 160.00 CUSTOMER CHE 07/18 50222 83.04 CUSTOMER CHE

SPRINGFIELD PLATTEVIEW COMM  
 PLATTEVIEW ACTIVITY FUND  
 14801 S 108TH ST  
 SPRINGFIELD NE 68059

07/06	50223	782.75	CUSTOMER CHE	07/26	50229	250.00	CUSTOMER CHE
07/07*	50225	650.00	CUSTOMER CHE	07/11*	50231	247.44	CUSTOMER CHE
07/06	50226	60.00	CUSTOMER CHE	07/19	50232	176.26	CUSTOMER CHE
07/07	50227	138.97	CUSTOMER CHE	07/07	50233	880.44	CUSTOMER CHE
07/06	50228	50.00	CUSTOMER CHE	07/06	50234	15.90	CUSTOMER CHE

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 DAILY BALANCES ..... ACCOUNT 00N104-812

06/30	193059.18	07/01	193006.22	07/05	192658.12	07/06	190947.47
07/07	189278.06	07/08	189017.57	07/11	188770.13	07/12	188743.18
07/14	185064.99	07/15	182651.09	07/18	182568.05	07/19	177843.30
07/21	178199.30	07/22	178377.30	07/26	177418.80	07/27	178214.80
07/28	179307.35	07/29	203523.39			07/31	203539.19

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 AUTOMATIC TRANSACTIONS -----

				DEBITS	CREDITS
07/05/22	BANKCARD 1869	MTOT DISC	10621869SM	29.94	
07/06/22	NCA CAMPS & EVENTS		PLANO	401.00	
	TX				
07/06/22	NCA CAMPS & EVENTS		PLANO	401.00	
	TX				
07/12/22	USPS PO 3066580622		OMAHA	26.95	
	NE				
07/19/22	STRIPE	TRANSFER	1800948598		957.00
07/21/22	STRIPE	TRANSFER	1800948598		356.00
07/22/22	STRIPE	TRANSFER	1800948598		178.00
07/26/22	STRIPE	TRANSFER	1800948598		215.00
07/26/22	IN *PERFORMANCE	MINDSE	402-9609949	673.50	
	NE				
07/27/22	STRIPE	TRANSFER	1800948598		796.00
07/28/22	STRIPE	TRANSFER	1800948598		2062.00
07/28/22	USPS PO 3066580622		OMAHA	26.95	
	NE				
07/29/22	STRIPE	TRANSFER	1800948598		393.00



Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/10/2022 050211  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*52.96

\*\*Fifty Two Dollars and 96 Cents.\*\*

PAY TO THE ORDER OF Hy-Vee Accounts Receivable  
5820 Westown Parkway  
West Des Moines, IA 50266-8200

*Jackie L. Case*  
Authorized Signature

⑈050211⑈ ⑆104913682⑆ 0104812⑈

50211 7/1/2022 52.96

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050219  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*58.16

\*\*Fifty Eight Dollars and 16 Cents.\*\*

PAY TO THE ORDER OF Katie Hobbs  
645 N 1st Street  
Springfield, NE 68059

*Jackie L. Case*  
Authorized Signature

⑈050219⑈ ⑆104913682⑆ 0104812⑈

50219 7/5/2022 58.16

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/29/2022 050215  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*260.49

\*\*Two Hundred Sixty Dollars and 49 Cents.\*\*

PAY TO THE ORDER OF Lou's Sporting Goods  
PO Box 509  
Fremont, NE 68026-0509

*Jackie L. Case*  
Authorized Signature

⑈050215⑈ ⑆104913682⑆ 0104812⑈

50215 7/8/2022 260.49

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050220  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*553.90

\*\*Five Hundred Fifty Three Dollars and 90 Cents.\*\*

PAY TO THE ORDER OF United Rent-All  
4990 G Street  
Omaha, NE 68117

*Jackie L. Case*  
Authorized Signature

⑈050220⑈ ⑆104913682⑆ 0104812⑈

50220 7/15/2022 553.90

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050216  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*1,860.00

\*\*One Thousand Eight Hundred Sixty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF NSAA  
500 Charleston Street, Ste #1  
Lincoln, NE 68508-1119

*Jackie L. Case*  
Authorized Signature

⑈050216⑈ ⑆104913682⑆ 0104812⑈

50216 7/15/2022 1860.00

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050221  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*650.00

\*\*Six Hundred Fifty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF CISHirts  
20130 Floboat Street  
Elkhorn, NE 68022

*Jackie L. Case*  
Authorized Signature

⑈050221⑈ ⑆104913682⑆ 0104812⑈

50221 7/14/2022 650.00

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050217  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*942.50

\*\*Nine Hundred Forty Two Dollars and 50 Cents.\*\*

PAY TO THE ORDER OF 4 Seasons Awards  
7628 Main Street  
Ralston, NE 68127

*Jackie L. Case*  
Authorized Signature

⑈050217⑈ ⑆104913682⑆ 0104812⑈

50217 7/28/2022 942.50

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050222  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*83.04

\*\*Eighty Three Dollars and 04 Cents.\*\*

PAY TO THE ORDER OF Springfield Ace Hardware  
810 Park Drive  
Springfield, NE 68059

*Jackie L. Case*  
Authorized Signature

⑈050222⑈ ⑆104913682⑆ 0104812⑈

50222 7/18/2022 83.04

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050218  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*3,028.19

\*\*Three Thousand Twenty Eight Dollars and 19 Cents.\*\*

PAY TO THE ORDER OF Valentino's  
14115 Platteview Rd  
Springfield, NE 68059

*Jackie L. Case*  
Authorized Signature

⑈050218⑈ ⑆104913682⑆ 0104812⑈

50218 7/14/2022 3028.19

Platteview High School  
Tax Exempt No. 5-0660009  
14801 South 108th Street  
Springfield, NE 68059

06/28/2022 050223  
76-13681049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*782.75

\*\*Seven Hundred Eighty Two Dollars and 75 Cents.\*\*

PAY TO THE ORDER OF Lawlors Custom Sportswear Inc  
4414 S 84th Street  
Omaha, NE 68127

*Jackie L. Case*  
Authorized Signature

⑈050223⑈ ⑆104913682⑆ 0104812⑈

50223 7/6/2022 782.75

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050225  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*650.00

\*\*Six Hundred Fifty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF: Marlando Sparks  
5575 S 206th Court  
Apt. #1207  
Elkhorn, NE 68022

*Jackie L. Cas*  
Authorized Signature

⑈050225⑈ ⑆104913682⑆ 0104812⑈

50225 7/7/2022 650.00

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050231  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*247.44

\*\*Two Hundred Forty Seven Dollars and 44 Cents.\*\*

PAY TO THE ORDER OF: Frank Laughlin  
11911 Timberidge Drive  
Papillion, NE 68133

*Jackie L. Cas*  
Authorized Signature

⑈050231⑈ ⑆104913682⑆ 0104812⑈

50231 7/11/2022 247.44

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050226  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*60.00

\*\*Sixty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF: Stadium Sports  
PO Box 283  
120 Logan Street  
Wayne, NE 68787

*Jackie L. Cas*  
Authorized Signature

⑈050226⑈ ⑆104913682⑆ 0104812⑈

50226 7/6/2022 60.00

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050232  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*176.26

\*\*One Hundred Seventy Six Dollars and 26 Cents.\*\*

PAY TO THE ORDER OF: Kevin Freeman

*Jackie L. Cas*  
Authorized Signature

⑈050232⑈ ⑆104913682⑆ 0104812⑈

50232 7/19/2022 176.26

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050227  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*138.97

\*\*One Hundred Thirty Eight Dollars and 97 Cents.\*\*

PAY TO THE ORDER OF: Matheson Tri-Gas, Inc.  
Dept 3028  
PO Box 123028  
Dallas, TX 75312-3028

*Jackie L. Cas*  
Authorized Signature

⑈050227⑈ ⑆104913682⑆ 0104812⑈

50227 7/7/2022 138.97

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050233  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*880.44

\*\*Eight Hundred Eighty Dollars and 44 Cents.\*\*

PAY TO THE ORDER OF: Fashion Cleaners  
5007 Leavenworth Street  
Omaha, NE 68106

*Jackie L. Cas*  
Authorized Signature

⑈050233⑈ ⑆104913682⑆ 0104812⑈

50233 7/7/2022 880.44

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050228  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*50.00

\*\*Fifty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF: Nebraska Coaches Association  
500 Charleston St., Ste#2  
Lincoln, NE 68508

*Jackie L. Cas*  
Authorized Signature

⑈050228⑈ ⑆104913682⑆ 0104812⑈

50228 7/6/2022 50.00

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050234  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*15.90

\*\*Fifteen Dollars and 90 Cents.\*\*

PAY TO THE ORDER OF: Coca-Cola of Omaha  
Chatterment Company  
4700 S LEWIS BLVD  
Sioux City, IA 51106 8516

*Jackie L. Cas*  
Authorized Signature

⑈050234⑈ ⑆104913682⑆ 0104812⑈

50234 7/6/2022 15.90

Platteview High School  
Tax Exempt No. 5-0686009  
1401 South 108th Street  
Springfield, NE 68059

06/28/2022 050229  
76-13667049

Springfield State Bank  
Springfield, NE 68059

\$\*\*\*\*\*250.00

\*\*Two Hundred Fifty Dollars and 00 Cents.\*\*

PAY TO THE ORDER OF: NSIAAA  
c/o Jimmy Wagner, NSIAAA Treasurer  
1301 Cantonment Avenue  
UNCL, NE 68456

*Jackie L. Cas*  
Authorized Signature

⑈050229⑈ ⑆104913682⑆ 0104812⑈

50229 7/26/2022 250.00



Account Group: PCJHS

PC JR HIGH

Chart of Account Number	Chart of Account Description	Beginning	Expenses	Revenues	Outstanding	Outstanding	Outstanding	Balance	Balance
		Balance			AP	PO	Change		
05 704 5440	PC NATIONAL HONOR SOCIETY	223.14	0.00	0.00	0.00	0.00	0.00	0.00	223.14
05 704 5465	PC STUDENT COUNCIL	266.88	0.00	0.00	0.00	0.00	0.00	0.00	266.88
05 704 5727	PC DESTINATION IMAGINATION	1,585.42	0.00	0.00	0.00	0.00	0.00	0.00	1,585.42
05 704 5745	PC LIBRARY	118.75	0.00	0.00	0.00	0.00	0.00	0.00	118.75
05 704 5750	PC PRINCIPAL	5,119.78	0.00	0.98	0.00	0.00	0.00	0.00	5,120.76
05 704 5755	PC PARENT ADVISORY COUNCIL	3,132.85	0.00	0.00	0.00	0.00	0.00	0.00	3,132.85
05 704 5765	PC SCIENCE IN MOTION	1,091.95	0.00	0.00	0.00	0.00	0.00	0.00	1,091.95
Account Group Total: PC JR HIGH		11,538.77	0.00	0.98	0.00	0.00	0.00	0.00	11,539.75

*David Johnson*  
 8-5-22



WM ELEMENTARY

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05 704	FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 4455	WM ELEM STUDENT COUNCIL	528.61	0.00	0.00	0.00	0.00	0.00	528.61
05 704 4727	WM ELEM DESTINATION IMAGINATION	2,002.80	0.00	0.00	0.00	0.00	0.00	2,002.80
05 704 4745	WM ELEM LIBRARY	1,712.94	0.00	0.00	0.00	0.00	0.00	1,712.94
05 704 4750	WM ELEM PRINCIPAL	3,736.05	0.00	0.00	0.00	0.00	0.00	3,736.05
05 704 4750	WM ELEM POP	148.48	0.00	0.00	0.00	0.00	0.00	148.48
Account Group Total: WM ELEMENTARY		8,128.88	0.00	0.00	0.00	0.00	0.00	8,128.88

Westmont



SPRINGFIELD

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2465	SP ELEM STUDENT COUNCIL	545.25	0.00	0.00	0.00	0.00	545.25
05 704 2727	SP ELEM DESTINATION IMAGINATION	4,458.66	0.00	0.00	0.00	0.00	4,458.66
05 704 2745	SP ELEM LIBRARY	2,760.32	0.00	0.00	0.00	0.00	2,760.32
05 704 2750	SP ELEM PRINCIPAL	2,564.28	0.00	1.04	0.00	0.00	2,564.32
05 704 2760	SP ELEM POP	164.63	0.00	0.00	0.00	0.00	164.63
05 704 2775	SP ELEM WALK-A-THON	1,500.55	0.00	0.00	0.00	0.00	1,500.55
<b>Fund Total: 05</b>		<b>11,992.69</b>	<b>0.00</b>	<b>1.04</b>	<b>0.00</b>	<b>0.00</b>	<b>11,993.73</b>

Springfield



402-786-2555  
WAVERLY

402-879-4788  
SUPERIOR

308-345-1744  
McCOOK

402-253-2222  
SPRINGFIELD

horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM  
PLATTEVIEW EARLY EDUCATION CENTER  
14801 S 108TH ST  
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY .....	ACCOUNT 03-491-217	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (06/30/22)				2,109.00
INTEREST PAID .....				
STATEMENT BALANCE (07/31/22)				2,109.00

-----  
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 2,109.00  
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DAILY BALANCES .....	ACCOUNT 03-491-217			
06/30	2109.00		07/31	2109.00





**Board Report - Bills for Approval-1**

Vendor Name	Invoice Description	Amount
GENERAL FUND		
ABE'S PORTABLES	SERVICES	350.00
ALBIREO ENERGY	SERVICES	635.00
AMAZON	SUPPLIES-PHS	10,577.55
AMPLIFY.	SOFTWARE	554.00
APPLE INC.	TECHNOLOGY SUPPLIES	33,119.55
BLACK HILLS ENERGY	UTILITIES	105.43
BLICK ART MATERIALS	EQUIPMENT-PHS	2,016.00
CAPITAL BUSINESS SYSTEMS, INC. - PRINTER LEASE	COPIER LEASE	9,783.27
CAPITAL BUSINESS SYSTEMS, INC. - SERVICE PLUS	PRINT SERVICES	436.06
CENTURYLINK	PHONE SERVICES	154.57
CHUCK JOHNSON SERVICES	SERVICES	1,000.00
CITY OF SPRINGFIELD	SERVICES	128.77
CONSTRUCTION CONTAINERS & EXCAVATING, INC.	SERVICES	320.25
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT	SERVICES	645.92
COX BUSINESS	PHONE SERVICE	616.87
CULLIGAN OF OMAHA	SERVICES	105.00
DEMCO INC	FURNITURE	8,109.40
EAI EDUCATION	SUPPLIES-SE	65.39
FLINN SCIENTIFIC	SUPPLIES	3,518.13
FOLLETT	LIBRARY BOOKS	440.91
GENERATION GENIUS, INC	SUBSCRIPTION	125.00
GIBBS SMITH EDUCATION	TEXTBOOKS	5,155.92
Good, Katherine	FEES	10.00
GOPHER SPORT	SUPPLIES-SE	159.32
GRAINGER	SUPPLIES	226.63
GREAT LAKE SPORTS	SUPPLIES	986.52
GREAT PLAINS PEST SERVICES, INC.	SERVICES	150.00
GRETNA GUIDE & NEWS	ADVERTISING	16.41
HARRIS SCHOOL SOLUTIONS	SOFTWARE	2,312.86
HASTY, MELISSA	TRAVEL EXPENSES	264.49
HAYES MECHANICAL, LLC	SERVICES	4,113.77
HOME DEPOT/GECF	FEES	20.00
HOUGHTON MIFFLIN HARCOURT SCHOOL PUBLISHERS	TEXTBOOKS	12,801.01
HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	567.42
J.F. AHERN CO.	SERVICES	1,070.00
J.W. PEPPER & SON, INC.	SUPPLIES-PHS	76.24
JOSTENS	SUPPLIES-PHS	16.21
JOURNEYED.COM, INC.	SOFTWARE	750.00
KOHL, JODI	SERVICES	1,395.13
KSB SCHOOL LAW, PC LLO	SERVICES	464.00
LAKESHORE LEARNING MATERIALS	SUPPLIES-SE	132.85
LEARNING FORWARD	SUPPLIES	159.00
LEARNING WITHOUT TEARS	SUPPLIES-WE	3,226.89
LIBRARY STORE INC., THE	SUPPLIES	109.89
LITERACY RESOURCES, LLC	TEXTBOOKS	1,510.60
MARK'S PLUMBING PARTS	SUPPLIES	115.83
McLaughlin, Michael	TRAVEL EXPENSE-PHS	553.96
MCS	SUPPLIES	580.06
METROPOLITAN COMMUNITY COLLEGE	FEES	1,089.00
METROPOLITAN UTILITIES DIST	UTILITIES	6,586.03
MIDLANDS PRINTING	SUPPLIES-PHS	138.48
MIDWEST ALARM SERVICES	SERVICES	1,283.46

**Board Report - Bills for Approval-1**

Vendor Name	Invoice Description	Amount
MPS	TEXTBOOKS	4,683.02
MYSTERY SCIENCE, INC.	TEXTBOOKS	8,600.00
N2Y, LLC	SUPPLIES-SPED	1,462.16
NACIA	FEES	25.00
NASCO	SUPPLIES	243.25
NASSP	FEES-PHS	385.00
NE PUBLIC HEALTH ENVIROMENTAL LABORATORY	SERVICES	31.00
NE STATE FIRE MARSHALL/BOILER DIV	SERVICES	28.00
OMAHA PUBLIC POWER DISTRICT	UTILITIES	22,057.00
ONE SOURCE	SERVICES	385.00
ORKIN	SERVICES	432.00
PAPILLION SANITATION	TRASH SERVICE	1,049.70
PAPILLION TIMES	SUBSCRIPTION	82.99
PRIME SECURED	SERVICES	595.00
QUADIENT FINANCE USA, INC.	POSTAGE	500.00
REALLY GOOD STUFF,LLC	SUPPLIES	143.28
REDIKER SOFTWARE	SOFTWARE-PHS	575.00
ROSSER LAWN CARE, INC.	SERVICES	7,838.00
RSCHOOLTODAY/DISTRIBUTED WEBSITE CORP.	SOFTWARE	2,062.50
S.I.D. #23	WATER SERVICES	91.00
SATELLITE SHELTERS, INC.	SERVICES	1,280.30
SPRINGFIELD ACE HARDWARE	SUPPLIES	27.99
SPRINGFIELD ACE	SUPPLIES	47.30
STUDENT TRANSPORTATION OF AMERICA	CONTRACTED TRANSPORTATION	419.08
TAYLOR MUSIC	SUPPLIES-PHS	327.00
TEACHER DIRECT	SUPPLIES	446.13
U.S. BANK	SUPPLIES/FEES	1,437.12
UNITE PRIVATE NETWORKS, LLC	SERVICES	4,900.55
Vandenbroucke, Maureen	FEES	10.00
VERIZON WIRELESS	CELL PHONE SERVICE	397.19
WILSON, LESLIE	MILEAGE	61.72
WINDSTREAM	PHONE SERVICE	118.11
		<hr/>
		179,590.44
NUTRITION FUND		
AMAZON	SUPPLIES-LUNCH	60.89
MARK'S PLUMBING PARTS	SUPPLIES	531.80
QUILL CORP	FURNITURE	2,764.72
REGAN, DAN	SERVICES	3,275.00
		<hr/>
		6,632.41
BUILDING FUND		
A.P.M. ARCHITECTURE, INC.	SERVICES	16,814.09
BOYD JONES CONSTRUCTION, CO.	BOND CONSTRUCTION SERVICES	1,493,483.39
KCAV	BOND CONSTRUCTION EQUIPMENT	139,991.02
LIBRARY FURNITURE INTERNATIONAL	FURNITURE-SE	34,495.11
OLSSON	SERVICES	800.00
SBI - SHEPPARD'S BUSINESS INTERIORS	FURNITURE/EQUIPMENT	316,065.40
UNITE PRIVATE NETWORKS, LLC	SERVICES	30,190.00
		<hr/>
		2,031,839.01

James B. Gessford  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Daniel K. Kaplan  
Sara I. Tonges



Of Counsel  
Thomas M. Haase  
Rex R. Schultze

\*Also admitted in Iowa  
\*\* Also admitted in Kansas  
\*\*\*Also admitted in Colorado

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**PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.**

Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## MEMORANDUM

To: Dr. Dan Schnoes, ESU 3 Administrator  
From: Perry Law Firm  
Date: May 1, 2022  
RE: School District Annual Policy Service Update

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### A. REQUIRED POLICY UPDATES

1. **Policy 1220 – Title IX Grievance Policy** – The grievance policy needed several clarifications and adjustments to comply with the current Title IX regulations, and Policy 1220 incorporates these technical changes. However, as the Biden Administration reviews current Title IX regulations, this Policy may need to be updated again next year.

2. **Policy 3132 – Internal Controls** – NDE has asked for additional policy provisions under federal monitoring and reporting requirements. This policy update will also be applicable for schools that are audited and/or monitored for use of ESSER funds.

3. **Policy 3540 – Bidding Construction Projects** – Neb. Rev. Stat. 73-106 generally requires the District to bid construction projects in excess of \$100,000. However, that amount is subject to adjustment by the State Board of Education. The State Board of Education has adjusted this amount to \$109,000, so Policy 3540 has been updated to reflect this change. The requirement to hire an engineer or architect has also been increased to projects in excess of \$118,000.

4. **Policy 4009 – Drug and Substance Abuse** – This policy reflects updates at the federal level for drug and substance abuse testing for employees.

5. **Policy 4133 – Substitute Teachers** – There were some timing issues with Boards approving local substitute teachers and when the District needed the substitute to begin teaching. This policy specifically authorizes the Superintendent to sign off on a local substitute permit.

6. **Policy 6600 – Special Education** – Over the past year, NDE has developed new special education guidance for district policies and procedures. You can access the majority of this guidance here: <https://cdn.education.ne.gov/wp-content/uploads/2017/09/Developing-Local-Policies-and-Procedures-Required-for-Implementation-of-Special-Education-Part-B-Regulations-in-Nebraskas-Public-Schools.pdf>. In response to this new guidance, we have updated Policy 6600.

7. **Policy 8343 – Agenda Construction and Control** – LB 83 requires persons wishing to address the Board of Education to state their name, address, and any organization they represent.

8. **Policy 8343 – Agenda Construction and Control & Policy 9340 – Minutes** – Beginning July 31st, LB 83 requires that Board agendas and meeting minutes be posted on the District’s website. Each agenda must be posted at least twenty-four hours before the meeting. Both the agendas and meeting minutes must remain on the District’s website for at least six months.

## **B. OTHER CONSIDERATIONS**

1. **LB 644 / Property Tax Request Joint Hearing.** This summer, Districts will need to prepare for and review LB 644, and the new budget and tax request process and timelines. Of note, districts will need to sufficiently plan to ensure that they meet the new law’s very specific and condensed timeframe. Within the next week or so, we will be sending out a more detailed guidance on complying with LB 644.

2. **Juneteenth.** This session, LB 29 made Juneteenth (June 19th) a Nebraska State holiday. Although most policies (including 6117) are limited to holidays that occur during the school year, some school districts (either by contract, handbook, or business practice) offer paid holidays for employees on state or federal holidays. Districts should review their holiday pay practices to determine if Juneteenth needs to be added as an additional paid holiday.

3. **Seizure Safe Schools Act.** Last year, the Legislature enacted LB 639, which requires, among other things, that “at least one school employee at each school who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration.” This requirement becomes effective, beginning in 2022-2023 school year.

4. ***Mahanoy v. BL Case.*** Last summer, the United States Supreme Court issued its decision in the “Snapchat cheerleader case.” The case mainly focused on whether a cheerleader had a First Amendment right to post negative comments about the cheer coaches and school while off-school grounds and outside of school hours. The United States Supreme Court held that the school overstepped its authority by removing the student from the cheer squad in response to her Snaps. One key takeaway from this case is that schools need to review their activity handbooks, activity agreements, and so forth, to ensure that there are no prohibitions against “any” negative speech, comments, and the like. Overbroad and/or vague rules regarding student speech are now subject to higher scrutiny under the *Mahanoy* case.

**5. Polling Place or Election Training.** LB 843 requires that any political subdivision that receives state or federal funding must make their building available to the County Election Commissioner either as a polling place or for election training. Schools should be aware of this new requirement, if contacted by their Election Commissioner.

**6. Holocaust and Financial Literacy Standards.** LB 888 requires the State Board of Education to incorporate education on the Holocaust and financial literacy into the social studies standards. This does not necessarily require a policy update but is something to keep in mind as you review and update your curriculum.

**7. Bond Timing Correction.** LB 1165 fixed a timing dispute over the approval and issuance of voter-approved bonds. Districts who are interested in pursuing a bond election should consult with their bond counsel to confirm that LB 1165 would address any timing concerns with their bond election.

**8. Student Attendance Policies.** Several schools ran into problems with NDE over student attendance reporting and their Student Attendance Policy. This summer would be a good time to review your Student Attendance Policy and related handbook provisions to ensure that your policy matches current practice.

**9. Temporary Memorials Policy.** Recent guidance has led some to rethink their Temporary Memorials Policy. Typically, this Policy outlines how deceased staff and/or students will (or will not) be memorialized by the District. There is no requirement to have a Temporary Memorials Policy, but some Districts have adopted a policy for the sake of consistency. For those Districts interested in different policy options on this point, please let us know and we can send you different draft policies.

**10. Release from Contract.** Some Districts have a policy that allows a teacher or administrator to be released from their contract up to a certain date. The current teacher shortage has led some Districts to question their current practices. In advance of the 2022-2023 school year, this summer would be a good time to decide if your District needs to change its policy and/or practice related to releasing certificated employees from contracts by a certain date.

As always, please let us know if you have any questions or concerns.

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

**TITLE IX COORDINATOR CONTACT INFORMATION**

Jacci Lucas, Director of Special Services  
14801 S. 108<sup>th</sup> Street  
Springfield, NE 68059  
402-592-1300  
jlucas@spcsne.org

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

#### **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

**D. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**E. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.  
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (\$118,000), as adjusted from time to time by Section 81-3445 or other applicable law.
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the Springfield Platteview Community School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

### **Section 2 Alcohol and Drug Testing**

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707  
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES  
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

**(A) The persons designated by Springfield Platteview Community Schools to answer employee questions about these materials are:**

Superintendent of Schools  
Secondary Principal  
Secondary School Counselor

**(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:**

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

**(C) The term "safety-sensitive functions" means:**

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**(D) Employee conduct that is prohibited by the federal controlled substances and alcohol**

**use and testing regulations includes:**

1. **Alcohol concentration.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**  
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**  
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

**(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**

1. **Pre-employment testing.**  
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
  - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
    - (1) Who was performing safety-sensitive functions with respect to the vehicle,

- if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
    - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
    - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
  - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

### 3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

### 4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
  - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
  - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) **Alcohol.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) **Controlled Substances.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:**

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

**(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.**

**(H) A "refusal to submit" to an alcohol or controlled substance test includes:**

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol

(concentration of 0.04 or greater) or controlled substances test.

**(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

**(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

**(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

## Professional Growth

Required Professional Growth Activities

Every six years the teachers in the Springfield Platteview Community Schools system shall give evidence of professional growth as is approved by the school board in order to remain eligible for continued employment. Educational travel, professional publications, work on educational committees, college work, or such other activity approved by the school board may be accepted as evidence of "professional growth".

Professional Growth Period - This refers to each six year period during which teachers are required to give evidence of professional growth. A tenured teacher, upon employment on September 1, begins his/her initial six year growth period at that time, and ends it on August 31, six years later. The beginning of the seventh year starts the second six year period.

Professional Growth Credits - All teachers must earn a total of 6 professional growth credits during each professional growth period. Each activity of professional growth has its own criteria for acceptance and evaluation. It is the individual teacher's responsibility to show that the activity did actually contribute to his/her professional development and to their increased effectiveness in the capacity in which he/she is employed. The requirement of proof may be accomplished in a variety of ways such as: documentation of workshop, written reports, online/virtual presentations, grade transcripts, etc.

Procedures for Applying for Growth Credit - Application for accreditation of professional growth activities and college credit shall be made on forms prescribed by the Professional Growth Committee. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit. Any activity not clearly defined as a possibility for professional growth must have preliminary approval before participation by the superintendent and principal. The application, together with substantiating evidence that the work has been completed, shall be given to the principal's office. After the professional growth committee has considered the application, then reviewed and signed by the superintendent, notice will be sent to the applicant of the approval or non approval. After all the parties have taken action, the application will be filed in the applicant's personal file. Teachers may earn more than six professional growth credits in a six year period and have these recorded on their record if they so request this to the superintendent/or principal.

Professional Growth Committee - A professional growth committee will be appointed by the superintendent. The principal and two teachers will make up this committee. The teachers will be appointed for a two year period. Classification of Activities - Listed are the activities for which growth points may be obtained and in addition, the maximum

number of points allowed. The required 6 credits may be earned in a single year or over a period of six years. Credits earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

Professional Development Activity	Point Criteria	
I. Course Work		
	A. College or University Courses	One semester hour = 1 credit
	B. Verified Audit of College or University Courses	One semester hour = ¼ credit
II. Professional Meetings		
	A. Workshops, curriculum conf. & conventions including virtual	Twelve seat hours = 1 credit <sup>1</sup>
	B. Professional presentations prepared and presented to adults at a workshop, conference, or convention	Five hours = 1 credit
III. Other Pre-Approved Activities		
dback	A. Professional research related to pedagogy	Feedback
	B. Publication of work in professional journals or other educational related materials	Feedback
	C. Travel to destination related to endorsed area or subject matter of assigned curriculum	One Visit =1 credit

	D. School visitations or accreditation/visitation committees	
	E. Summer employment related to endorsed area or subject matter of assigned curriculum	One summer = 1 credit
	F. Service as a "cooperating Teacher" for student Teacher.	One semester hour = 1 credit
	G. Service as an appointive or elected officer of a professional organization	One semester hour = 1 credit
	H. Other activities not included above may be considered by the Professional Growth Committee	Other activities not listed select staff will apply for growth points and the growth committee will review the request yearly

All applications eligible for consideration must be turned into the principal's office during the growth period of time.

Legal Reference: Neb. Rev. Stat 79-830

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- 1 Except Springfield Platteview Community Schools sponsored workshops.
  - 2 Pre-approved Activities shall mean those professional growth activities proposed by the certificated employee to be credits with points for purposes of professional growth under this policy that have been approved for such purpose in writing by the Superintendent and/or designee.

## Students

### Identification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be reviewed at the beginning of each school year. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary. Students who are new to the district will go through a similar process once enrolled.

Learners with high ability shall be identified in the academic areas of mathematics, science, social studies, and language arts. Identification of learners in grades 1-6 will be determined by utilizing a matrix that includes data points from multiple sources with specific criteria. Identification of learners in grades 7-12 who qualify as high ability in a specified area shall be based on a step system that uses reliable, norm-referenced quantitative data with qualitative data. A HAL committee will review and assist with fidelity checks.

Data points could include the following:

1. KTEA scores: An assessment that includes subtests to measure listening, speaking, reading, writing, and mathematics skills
2. MAP scores/NSCAS scores: It is a national/state adaptive achievement and growth test. It creates a personalized assessment experience by adapting to each student's learning level—precisely measuring progress and growth for each individual student.
3. CogAT scores: The Cognitive Abilities Test (CogAT) is a multiple-choice K-12 assessment that measures reasoning skills with different types of verbal, quantitative, and nonverbal questions. The CogAT is a group-administered aptitude test commonly given as an entrance exam into school's gifted programs.
4. Quarter/Semester Grades: Final Grades posted at the end of each term.
5. Teacher Rating: Teachers will be asked to rate students on a specific scale that is consistent across the district.

A listing of students who meet the district criteria for learners of high ability and the areas of high capability of each of those students will be made available to classroom teachers, by the school district administration, within the first thirty (30) days of each school year.

Within the first thirty (30) days of each school year, the school district administration shall make available to parents or guardians of identified learners with high ability, information about how their child has been identified.

## Instruction

## Curriculum Review Cycle

## TEXTBOOK ADOPTION SCHEDULE

EVALUATION	IMPLEMENTATION	SUBJECT
2022-23 2022-23	2023-24 2023-24	Language Arts Art, Music, Speech, Drama
2023-24	2024-25	Voc Ed/ Business/ Photography
2024-25	2025-26	Math
2025-26 2025-26	2026-27 2026-27	Ind.Tech/ Journalism Preschool
2026-27 2026-27	2027-28 2027-28	Science Guidance Counselor
2027-28 2027-28	2028-29 2028-29	Social Studies World Languages, Health, PE
2029-30	Repeat the cycle	

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

**2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

#### **4. Pre-Referral Interventions**

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

#### **5. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

#### **6. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the “Least Restrictive Environment Rules”).

The District will: (1) develop and implement written procedures for implementation of the LRE Rules; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rules; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is

available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01

### **7. Procedural Safeguards**

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

### **8. Disciplinary Removal of Children with Disabilities**

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

**9. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

**10. Confidentiality of Personally Identifiable Information**

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

**11. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

**12. Children in Nonpublic Schools**

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

**13. Personnel Standards and Personnel Development**

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

**14. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

**15. Suspension and Expulsion Rates**

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

**16. Access to Instructional Materials**

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or

- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

**17. Over-Identification and Disproportionality**

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

**18. Prohibition on Mandatory Medication**

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

**19. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

**20. Surrogates**

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

**21. Early Intervention Services – Consent**

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

**22. Eligibility Determinations**

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a

determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

Legal Reference: 34 CFR Parts 300, 303 and 304  
Neb. Rev. Stat. Sec. 79-1110 to 79-1167  
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of Operation

Agenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.
  
- B. Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection on the District's website and at the office of the Superintendent of Schools of the Springfield Platteview Community School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

<b>Legal Reference:</b>	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

<b>Legal Reference:</b>	Sec. 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

<b>Legal Reference:</b>	Sec. 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

<b>Legal Reference:</b>	Sec. 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual. The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Concerns and Complaints - Board action shall not be taken regarding a concern or complaint unless the following procedure has been followed:

Step 1. All complaints concerning a particular school situation shall be submitted to the Principal of the building. They should be submitted in writing when practical. If the party involved is other than an individual, then the organization or persons represented shall be identified. If the problem involves other than an individual building, then the matter shall be directed to the Superintendent.

Step 2. Should the matter not be resolved to the satisfaction of the parties involved, they may appeal to the Superintendent.

Step 3. If the initiating party is not satisfied with the response of the Superintendent, said party may address a written appeal to the Board of Education through the Secretary of the Board.

Legal Reference: Neb. Rev. Stat. 84-1412

Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577  
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]

# **Girls Tennis Program Development**

## **Background:**

Girls Tennis scored as a high interest sport on the end of year Athletics and Activity Survey.

- 11 high school girls expressed interest, and 5 7th-8th grade girls expressed interest
- The Co-Op with Bellevue East worked and many of the athletes were able to be successful there, but proved to be inconvenient for families and athletes.
- We currently pay Bellevue East \$3,000 a year to Co-op with them
- A local donation has been offered to help offset the cost of adding a program.

## **Current Proposal:**

- To offer a Girls Tennis Program in the spring of 2023.
- Hire a Coach to lead the program
- Utilize courts at Hawaiian Village for practices
  - \$8500 District investment to resurface the courts
  - \$4500 Investment from HV HOA
  - \$1800 Investment for repairs and maintenance from HV HOA

## **Long Term Plan:**

- Evaluate the success of the program for future growth.
- Evaluate the possible addition of courts on the PHS campus, potentially for the 24-25 school year.

## **To Do:**

- Board Approval to Develop the Program
- Draft an agreement with the HOA of Hawaiian Village
- Begin exploring grant applications and other funding resources

## Students

### Naloxone Use and Procedures

**Purpose:** Springfield Platteview Community School (SPCS) District wishes to prevent opiate related overdose deaths by making Naloxone, a medication designed to rapidly reverse the effects of an opiate overdose, available within the school district. SPCS, in accordance with Nebraska state law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit the school nurse, emergency response team, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose. Nothing within this policy is intended to regulate, restrict or deter a law enforcement office, school resource office, emergency medical technician, volunteer firefighter, licensed medical profession or other authorized individual from administering Naloxone during an emergency event on district property.

### Guidelines:

**Standing Order:** The Director of Special Services or District RN, will be responsible for making sure that the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, is printed off and in the emergency bags in the health office at each school's health office.

The standing order will authorize SPCS to obtain, store and administer Naloxone in compliance with policy.

**Training:** Before any school district employee is able to administer Naloxone under this policy, the employee must complete the SPCS training program for Naloxone Administration. This training will be required for all members for the Emergency Response Team. Other staff members may complete the training at the discretion of individual school administrators.

**Storage:** Naloxone shall be safely stored in the school nurse office and kept in the medication storage kit within the emergency bag. Keeping Naloxone in the emergency bags will assure that it is readily accessible for those trained employees responding to a suspected overdose. Health staff will monitor inventory, expiration dates and assure that medication is readily available during monthly emergency supplies checks.

**Administration:** This protocol must be followed when administering Naloxone in response to suspected overdose:

1. The employee shall immediately ensure that someone calls 9-1-1 for emergency personnel
2. The employee shall determine if the individual is without a pulse or suffering a cardiac arrest, if the individual is not breathing or suffering from respiratory arrest and/or the individual is exhibiting signs or symptoms of a drug overdose. The employee will determine if the person requires CPR, if CPR is not needed the employee will look for signs of drug overdose and if available, talk to those who may know if the individual took any medications.
3. Consistent with the employee's observations and training, administer Naloxone to the individual suspected of having a drug overdose and administer CPR as needed.
4. Continue to observe the individual suspected of drug overdose until emergency medical service personnel arrive on scene.
5. Be prepared to provide information to emergency medical services information regarding the individual's circumstances (eg. who you found individual, what you observed, what time you gave Naloxone)
6. If not already aware, notify the building principal of the facts and circumstances surrounding the event.

**Indemnification:** SPCS will indemnify and hold harmless any employee who administers Naloxone in good faith to an individual experiencing a suspected drug overdose if the following conditions apply:

1. The employee did not act with intent to harm or act with reckless indifference to a substantial risk/harm of administering Naloxone
2. The employee successfully completed Naloxone training
3. The employee promptly sought medical assistance before or immediately after administering Naloxone
4. The employee administered Naloxone in performance of his/her duties as an employee or approved volunteer of SPCS.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, licensed medical professional or other authorized individual from administering his/her own supply of Naloxone when responding in good faith to a suspected opioid overdose occurring on SPCS property.

**Parental Notification:** SPCS Administration will take reasonable steps (including but not limited to the student handbook, school newsletter, official SPCS website) to notify students and their parents/guardians of this policy annually. Such notifications should encourage students to immediately report suspected drug overdose to school officials so that medical assistance can be provided.

 **AIA<sup>®</sup> Document B101<sup>™</sup> – 2017****Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the 18th day of July in the year 2022 ("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)

Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools  
A political subdivision of the State of Nebraska  
14801 S. 108th Street  
Springfield, NE 68059

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

Alley Poyner Macchietto Architecture, Incorporated  
A Nebraska corporation  
1516 Cuming Street  
Omaha, NE 68102

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

Springfield Platteview Community Schools – Multiple school facilities renovation project:

Project A – Renovation of approximately 20,800 square feet of the existing Springfield Elementary School building into a new school administration office ("Project A");

Project B – Renovation of the existing approximately 5,800 square foot administration office into new athletic spaces ("Project B");

Project C – Renovation of the existing approximately 4,000 square foot high school ancillary gymnasium into a fitness and weight room space ("Project C").

Collectively, Project A, Project B, and Project C shall be the "Project" or "Projects". The Projects are more particularly described on the Project Statement, attached as Appendix A.

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.

Init.

## TABLE OF ARTICLES

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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 Project Statement, Appendix A.

§ 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 Project Statement, 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, Construction Manager at Risk fees and reimbursable expenses, and other Project costs and expenses is approximately \$6,400,000 to 7,400,000 the final amount to be determined at a later date. The Cost of the Work budget does not include Architect fees or expenses.

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

Init.

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.1 Design phase milestone dates, if any:

See Project Statement, Appendix A

.2 Construction commencement date:

See Project Statement, Appendix A

.3 Substantial Completion date or dates:

See Project Statement, Appendix A

.4 Other milestone dates:

See Project Statement, Appendix A. Other milestone dates to be determined.

**§ 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, pursuant to Neb. Rev. Stat. §§ 13-2901 et seq.

**§ 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.)*

Dr. Ryan Saunders, Superintendent of Schools

Springfield Platteview Community Schools

14801 S. 108th Street

Springfield, NE 68059

Tel: 402-592-1300

Email: rsaunders@spscne.org

**§ 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 (if necessary)

.2 Civil Engineer:

Not Applicable. See § 1.1.11.1.4

.3 Other, if any:

Init.

*(List any other consultants and contractors retained by the Owner.)*

If required, Owner shall retain consultants for topographic surveys, specialty consultants and building commissioning services

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

Rick Hauptman, AIA  
Jay M. Palu, Partner  
Alley Poyner Macchietto Architecture, Incorporated  
1516 Cuming Street  
Omaha, NE 68102  
Tel: 402-341-1544  
Email: rhauptman@alleypoyner.com  
Email: JPalu@alleypoyner.com

**§ 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:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

**.2** Mechanical Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

**.3** Electrical Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

**.4** Civil Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

**.5** Plumbing Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

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

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 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.

§ 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 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.
- .3 Twenty (20) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

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

§ 1.6 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.

Init.

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§ 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 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 policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the 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.

Init.

§ 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.

§ 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 SFM Codes Compliance Protocol. 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.

§ 3.1.8 **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 SFM 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.

Init.

§ 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 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:

- .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.

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## § 3.5 Bidding Phase Services

### § 3.5.1 General

The Architect shall assist the Owner and the Construction Manager when requested 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.

### § 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 and the Construction Manager in bidding the Project for the following items as requested:

- .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.

### § 3.6.2 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

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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 and the Construction Manager, 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, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. 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.

§ 3.6.2.6 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.

### § 3.6.3 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 observations at the Project sites and 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.

### § 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, 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. 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,
- .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 and only if expressly requested by the

Owner. For Architect-provided Basic Services, the Architect's compensation is included in the fee provided in Section 11.1. For Architect-provided Supplemental Services requested by the Owner the Owner shall compensate the Architect as provided in Section 11.2. 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.

*(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.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (as Basic Service)
§ 4.1.1.2 Multiple preliminary designs	Architect (as Basic Service)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect (as Basic Service)
§ 4.1.1.5 Site evaluation and planning	Architect (as Basic Service)
§ 4.1.1.6 Building Information Model management responsibilities	Architect (as Basic Service)
§ 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 (as Additional Service if requested by Owner)
§ 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 (as Additional Service if requested by Owner)
§ 4.1.1.13 On-site project representation beyond that required in Section 3.6	Architect (as Additional Service if requested by Owner)
§ 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 (as Basic Service where required by law) Architect (as Additional Service if requested by Owner)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect (as Additional Service if requested by Owner)
§ 4.1.1.27 Historic preservation	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect (as Additional Service if requested by Owner)
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 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.)*

**As-constructed record drawings.** These drawings are a consolidation of the Record of the Work As-constructed prepared by the Contractor and the As-designed record drawings prepared by the Architect. The Architect is entitled to rely on, and shall not be responsible for, the accuracy or completeness of Record of the Work As-constructed prepared by the Contractor.

*(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;
- .11 Assistance to the Initial Decision Maker, if other than the Architect, or
- .12 Providing services made necessary by the default or termination of Contractor, by defects or deficiencies in the construction of the Project, or by the failure of the Owner, any contractor or others performing services or Work in connection with the Project.

§ 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

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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.

- .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 Two ( 2 ) monthly visits 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.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-Eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. 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.

§ 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 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 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 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 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 See Section 12.13 hereof.

### § 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, 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, 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.

**§ 8.1.5 Direct Negotiation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

## **§ 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
- Litigation in a court of competent jurisdiction in Sarpy County, Nebraska.
- 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 [omit]**

(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.

§ 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)*  
[omit]

§ 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 Sarpy 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.

§ 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 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. The Parties shall endeavor to mark all confidential information as "confidential."

§ 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:

- .1 Stipulated Sum  
(Insert amount)

Init.

/

For Civil Engineering design, a stipulated lump sum amount of Eighty-Two Thousand Dollars (\$82,000.00). This stipulated sum shall be in addition to the fee based on the Percentage Basis amount in Section 11.1.2.

**2** Percentage Basis  
(Insert percentage value)

EIGHT AND ONE HALF PERCENT (8.5 ) % of the Cost of the Work shown and described in the approve Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk for the Project, as calculated in accordance with Section 11.6 LESS all amounts previously paid to the Architect. The foregoing fee based on the Percentage Basis shall be in addition to the Stipulated Sum amount in Section 11.1.1. Payments made to the Architect prior to the establishment of the approved GMP shall be credited against and deducted from the total compensation amount calculated under this provision.

**3** Other  
(Describe the method of compensation)

N/A

**§ 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 B, for hours incurred by the Architect’s personnel assigned and working on the Project. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of 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 B, for hours incurred by the Architect’s personnel assigned and working on the Project. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of 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 and/or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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

**§ 11.6** When compensation identified in Section 11.1 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 Cost of the Work described in the approved Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk.

*(Paragraph deleted)*

**§ 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 B. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of the Project.

*(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. The Architect shall not incur Reimbursable Expenses in excess of \$15,000.00 without the Owner's prior written consent.

**§ 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)*

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 withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. The Owner may withhold from the Architect's compensation amounts for which the Owner has a good faith claim for damages resulting from the negligent design of the Architect; provided that such damages shall not include costs related to betterment, upgrades or enhancements as provided in § 12.14. The Owner shall give written notice to the Architect as provided in § 11.10.2.1. After receipt of the written notice, the Architect and the Owner shall promptly proceed to attempt to resolve the dispute pursuant to Direct Negotiations under § 8.1.5. Any amounts withheld by the Owner and that are ultimately paid to the Architect shall bear interest from the date of the invoice for such amounts at six percent (6%) per annum.

**§ 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. 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.

§ 12.5 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 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](http://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 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.

§ 12.11 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.

§ 12.12 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.

§ 12.13 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.

§ 12.14 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.

#### 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 AIA Document E203, Building Information Modeling and Digital Data Exhibit
- .3 Exhibits: None

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

*(Paragraphs deleted)*

[ ] 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.)

Project Statement, Appendix A  
Architect's Hourly Rate Schedule, Appendix B

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

**SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS,**  
**Owner**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Cori Swanson, Board of Education President  
(Printed name and title)

**ALLEY POYNER MACCHIETTO ARCHITECTURE,**  
**INCORPORATED, Architect**

*Jay M. Palu*  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Jay M. Palu, Partner  
(Printed name, title, and license number, if required)

Init.

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## Appendix A

### **PROJECT STATEMENT** **Springfield Platteview School Facilities Renovations**

1. **Scope of Project:** The proposed Project consists of the following component projects:

A. Project A - Springfield Elementary Renovation to New Administration Offices. Partial renovation and repurposing of the existing Springfield Elementary School building. Renovations and repurposing generally would consist of converting approximately 19,000 square feet of the building into new administration offices, meeting and conference rooms, a new school boardroom, training spaces, storage, restrooms, and other select spaces, all to be determined. The current total size of the existing Springfield Elementary School is approximately 32,000 square feet. The remaining approximately 13,000 square feet may be dedicated for other public purposes.

B. Project B - Current Administration Offices Renovation to New Athletics Space. Complete renovation and repurposing of the existing administration office. Renovations and repurposing generally would consist of converting the interior building spaces into multi-function space to support athletic programs including wrestling, cheerleading, baseball and other possible athletic spaces. The current administration building is an approximately 6,000 square foot, pre-engineer metal building.

C. Project C - Renovation of Existing High School Ancillary Gymnasium. Selected renovations and repurposing of the existing ancillary gymnasium in the high school building. This ancillary gym is approximately 4,000 square feet and currently supports wrestling practice spaces. Renovations and repurposing generally would consist of converting the gym space into a fitness space with cardio and weight equipment. It also is anticipated that the renovated ancillary gymnasium will require new mechanical equipment

2. **Project Locations:** The Project locations are as follows:

- Springfield Elementary Building, 765 Main Street
- Administration Building, 14565 S. 108th Street
- High School Building, 14801 S. 108th Street

3. **Construction Budget:** The preliminary estimated construction budgets for each Project are as follows:

A. Project A (Springfield Elementary Building Renovation). Approximately Five Million Dollars (\$5,000,000) to Seven Million Dollars (\$7,000,000).

B. Project B (Administration Building Renovation). Approximately One Million Dollars (\$1,000,000) to One Million, Five Hundred Thousand Dollars (\$1,500,000).

C. Project C (High School Gym Renovation). Approximately Four Hundred Thousand Dollars (\$400,000) to Six Hundred Thousand Dollars (\$600,000).

Appendix A

The budgets for each component Project includes all costs and expenses for the component Project, including but not limited to all labor and materials for construction (subcontracted and self-performed), construction manager fees and reimbursable expenses, general conditions/aid-to-construction costs, permits, and special testing.

4. **Project Schedule:** The Projects may be sequenced or concurrent, as determined by the Owner and the selected Construction Manager. A preliminary schedule for the Projects is as follows:

<b>Event</b>	<b>Dates</b>		
Contract execution:	June 27, 2022		
CM@R pre-construction services begin:	June 28, 2022		
Vacation of Springfield Elementary School:	August 2022		
	<b>Project A</b>	<b>Project B</b>	<b>Project C</b>
70% Construction Documents:	August 2022	Winter 2022	Winter 2022
GMP Amendment:	September 2022	Spring 2023	Spring 2023
Construction begins:	Fall 2022 (1)	August 2023 (2)	May 2023
Substantial Completion:	August 2023	Spring 2024	August 2023
Final Completion	September 2023	Summer 2024	September 2023

NOTES

- (1) Construction for Project A begins after closure and vacation of Springfield Elementary School
- (2) Construction for Project B begins after Substantial Completion of Project A
- (3) Schedule for Projects B and C may alter, depending on Project A
- (4) Projects B and C may be run concurrently
- (5) GMPs for Project B and C may be combined

## Appendix B

### **ALLEY POYNER MACCHIETTO ARCHITECTURE INCORPORATED**

*Effective 2021, Standard Rate Schedule*

#### **Hourly Professional Services Rates**

Principal	\$ 240
Senior Project Manager	\$ 175
Senior Design Professional	\$ 155
Design Professional 5	\$ 140
Design Professional 4	\$ 125
Design Professional 3	\$ 115
Design Professional 2	\$ 105
Design Professional 1	\$ 95
Construction Administration 2	\$ 130
Construction Administration 1	\$ 110
CAD Rendering /3D Technician	\$ 105
Intern	\$ 60
Administrative Staff 3	\$ 100
Administrative Staff 2	\$ 80
Administrative Staff 1	\$ 70

#### **Reimbursable Expenses**

Mileage		Per IRS Rate
Inhouse Printing:	B & W copies / prints	\$ 0.10 (8.5 x 11)
		\$ 0.50 (11 x 17)
		\$ 1.00 (13 x 19)
	Color prints / prints	\$ 1.00 (8.5 x 11)
		\$ 1.50 (11 x 17)
		\$ 2.50 (13 x 19)
	Bond plots	\$ 0.30 per SF
	Color plots	\$ 3.00 per SF

*For other direct costs, the compensation shall be the expense incurred by the Architect and the Architect's consultants without mark up and may include but is not limited to:*

Outside Printing	Parking
Car Rental	Air Travel
Hotel	Meals
Conference Calls	Delivery / Shipping / Postage

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:45 CT on 07/25/2022.

## PAGE 1

**AGREEMENT** made as of the 18th day of July in the year 2022 ("Effective Date").

...

Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools  
A political subdivision of the State of Nebraska  
14801 S. 108th Street  
Springfield, NE 68059

...

Alley Poyner Macchietto Architecture, Incorporated  
A Nebraska corporation  
1516 Cuming Street  
Omaha, NE 68102

...

Springfield Platteview Community Schools – Multiple school facilities renovation project:

Project A – Renovation of approximately 20,800 square feet of the existing Springfield Elementary School building into a new school administration office ("Project A");

Project B – Renovation of the existing approximately 5,800 square foot administration office into new athletic spaces ("Project B");

Project C – Renovation of the existing approximately 4,000 square foot high school ancillary gymnasium into a fitness and weight room space ("Project C").

Collectively, Project A, Project B, and Project C shall be the "Project" or "Projects". The Projects are more particularly described on the Project Statement, attached as Appendix A.

## PAGE 2

See attached Project Statement, Appendix A.

...

See attached Project Statement, Appendix A.

...

The total budget for all cost and expenses for the Project, including Cost of the Work, Construction Manager at Risk fees and reimbursable expenses, and other Project costs and expenses is approximately \$6,400,000 to 7,400,000 the final amount to be determined at a later date. The Cost of the Work budget does not include Architect fees or expenses.

## PAGE 3

See Project Statement, Appendix A

...

See Project Statement, Appendix A

...

See Project Statement, Appendix A

...

See Project Statement, Appendix A. Other milestone dates to be determined.

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

...

Construction Manager at Risk, pursuant to Neb. Rev. Stat. §§ 13-2901 et seq.

§ 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.~~

...

Dr. Ryan Saunders, Superintendent of Schools  
Springfield Platteview Community Schools  
14801 S. 108th Street  
Springfield, NE 68059  
Tel: 402-592-1300  
Email: rsaunders@spscne.org

...

None

...

To be determined (if necessary)

...

Not Applicable. See § 1.1.11.1.4

**PAGE 4**

If required, Owner shall retain consultants for topographic surveys, specialty consultants and building commissioning services

...

Rick Hauptman, AIA  
Jay M. Palu, Partner  
Alley Poyner Macchietto Architecture, Incorporated  
1516 Cuming Street  
Omaha, NE 68102  
Tel: 402-341-1544  
Email: rhauptman@alleypoyner.com  
Email: JPalu@alleypoyner.com

...

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

...

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

.3 Electrical Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

.4 Civil Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

.5 Plumbing Engineer:

Olsson, Inc.  
2111 S. 67th Street, Suite 200  
Omaha, NE 68106  
Tel: 402-341-1116

**PAGE 5**

None

...

None

...

§ 1.4 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.
- .3 Twenty (20) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

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

§ 1.6 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.

**PAGE 6**

~~§ 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.~~

...

~~§ 2.5.9 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 SFM Codes Compliance Protocol. 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.

**§ 3.1.8 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, 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 SFM Codes Compliance Protocol.

**PAGE 8**

**§ 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.

**§ 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.

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**§ 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.

**§ 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 10**

The Architect shall assist the Owner and the Construction Manager when requested 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.

...

§ 3.5.2.2 The Architect shall assist the Owner ~~in bidding the Project by~~; and the Construction Manager in bidding the Project for the following items as requested:

- ~~.1~~ .1 preparing Bidding Documents for distribution to prospective bidders
- ~~.2~~ .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~~ .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ .2 organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ .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~~ .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.~~

...

§ 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.

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§ 3.6.2.2 ~~The Architect~~ Architect, after consulting with the Owner and the Construction Manager, 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-Claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. 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.

**§ 3.6.2.6** 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.

...

**§ 3.6.3.1** 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-observations at the Project sites and 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.

**PAGE 12**

**§ 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 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. Documents,~~ 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. 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~~ .1 conduct inspections for observable or reasonably discoverable defects and/or deficiencies in the Work;
- ~~.2~~ .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~~ .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~~ .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~~ .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 responsibility and only if expressly requested by the Owner. For Architect-provided Basic Services, the Architect's compensation is included in the fee provided in Section 11.1. For Architect-provided Supplemental Services requested by the Owner the Owner shall compensate the Architect as provided in Section 11.2. 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	<u>Architect (as Basic Service)</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect (as Basic Service)</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect (as Basic Service)</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect (as Basic Service)</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Architect (as Basic Service)</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect (as Basic Service)</u>
§ 4.1.1.9	Landscape design	<u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.10	Architectural interior design	<u>Architect (as Basic Service)</u>
§ 4.1.1.11	Value analysis	<u>Architect (as Basic Service)</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.13	On-site project representation beyond that required in Section 3.6	<u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect (as Basic Service per § 3.6.6.6)</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect (as Basic Service per § 3.7)</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect (as Basic Service)</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect (as Basic Service)</u>
§ 4.1.1.23	Commissioning	<u>Architect (as Basic Service where required by law)</u> <u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>

§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect (as Additional Service if requested by Owner)</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

§ 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.)*

**As-constructed record drawings.** These drawings are a consolidation of the Record of the Work As-constructed prepared by the Contractor and the As-designed record drawings prepared by the Architect. The Architect is entitled to rely on, and shall not be responsible for, the accuracy or completeness of Record of the Work As-constructed prepared by the Contractor.

§ 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;

...

- .9 Evaluation of the qualifications of entities providing bids or proposals; [omit]
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or; construction;
- .11 Assistance to the Initial Decision Maker, if other than the ~~Architect.~~ Architect, or

.12 Providing services made necessary by the default or termination of Contractor, by defects or deficiencies in the construction of the Project, or by the failure of the Owner, any contractor or others performing services or Work in connection with the Project.

§ 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 Two ( 2 ) monthly visits 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 Forty-Eight ( 48 ) 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.~~

...

§ 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.~~

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§ 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 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

...

.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 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

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~~§ 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.~~

...

~~§ 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.~~

~~§ 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 for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. See Section 12.13 hereof.~~

**§ 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, 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, 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.

**§ 8.1.5 Direct Negotiation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

**§ 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.

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[  ] Litigation in a court of competent jurisdiction in Sarpy County, Nebraska.

...

Not Applicable

...

### § 8.3 Arbitration~~[omit]~~

~~§ 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.

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~~§ 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 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.

...

§ 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:

[omit]

...

§ 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 Sarpy 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.~~

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§ 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 certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 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. The Parties shall endeavor to mark all confidential information as "confidential."

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For Civil Engineering design, a stipulated lump sum amount of Eighty-Two Thousand Dollars (\$82,000.00). This stipulated sum shall be in addition to the fee based on the Percentage Basis amount in Section 11.1.2.

...

~~( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.EIGHT AND ONE HALF PERCENT (8.5 ) % of the Cost of the Work shown and described in the approve Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk for the Project, as calculated in accordance with Section 11.6 LESS all amounts previously paid to the Architect. The foregoing fee based on the Percentage Basis shall be in addition to the Stipulated Sum amount in Section 11.1.1. Payments made to the Architect prior to the establishment of the approved GMP shall be credited against and deducted from the total compensation amount calculated under this provision.~~

...

N/A

§ 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 B, for hours incurred by the Architect's personnel assigned and working on the Project. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of the Project.

...

The Architect's hourly rate schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of 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.

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

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

§ 11.6 When compensation identified in Section 11.1 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 Cost of the Work described in the approved Guaranteed Maximum Price Amendment by and between the Owner and the Construction Manager at Risk.~~

~~§ 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.~~

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See Architect's hourly rate schedule, Appendix B. The hourly rates on Appendix B shall remain fixed and shall not be adjusted during the duration of the Project.

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
-----------------------------	----------------------

...

.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;

...

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.~~ The Architect shall not incur Reimbursable Expenses in excess of \$15,000.00 without the Owner's prior written consent.

§ 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 withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, ~~or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ Architect. The Owner may withhold from the Architect's compensation amounts for which the Owner has

a good faith claim for damages resulting from the negligent design of the Architect; provided that such damages shall not include costs related to betterment, upgrades or enhancements as provided in § 12.14. The Owner shall give written notice to the Architect as provided in § 11.10.2.1. After receipt of the written notice, the Architect and the Owner shall promptly proceed to attempt to resolve the dispute pursuant to Direct Negotiations under § 8.1.5. Any amounts withheld by the Owner and that are ultimately paid to the Architect shall bear interest from the date of the invoice for such amounts at six percent (6%) per annum.

**§ 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. 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.

**§ 12.5** 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 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](http://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** 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.

§ 12.11 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.

§ 12.12 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.

§ 12.13 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.

§ 12.14 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.

**PAGE 27**

- .2 AIA Document E203™-2013, E203, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)Exhibit
- .3 Exhibits: None  
(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.)

**PAGE 28**

Project Statement, Appendix A  
Architect's Hourly Rate Schedule, Appendix B

...

**SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS,**  
**Owner**

**ALLEY POYNER MACCHIETTO ARCHITECTURE,**  
**INCORPORATED, Architect**

...

**OWNER-(Signature)**

**Cori Swanson, Board of Education President**

**ARCHITECT-(Signature)**

**Jay M. Palu, Partner**

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

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, 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 16:33:45 CT on 07/25/2022 under Order No. 2114284862 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)*

## AGENDA

Discuss, consider and take all necessary action with regard to approving the architect agreement for the proposed multiple school facilities renovation project.

MOTION

MOTION by \_\_\_\_\_ that the Board of Education of this School District should and does hereby approve the architect agreement between the School District and Alley Poyner Macchietto Architecture, Incorporated proposed multiple school facilities renovation project, in the form on file with official School District records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School District and approved by the Board President or Superintendent of Schools, and further hereby delegates authority to and authorizes and directs the Board President, or designee, to sign, execute and deliver the architect agreement, to sign, execute and deliver any documents called for in the architect agreement, any amendments thereto, to pay the architect fees and expenses, and to take all other action necessary to carry such architect agreement into effect.

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 Board of Education of this School District, was declared as passed and adopted by the Board President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 8th day of August, 2022.

SARPY COUNTY SCHOOL DISTRICT 77-0046,  
A/K/A SPRINGFIELD PLATTEVIEW  
COMMUNITY SCHOOLS

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Springfield Platteview Community Schools  
 ESSER-III Review Summary

Funding Category	Title of Activity	August 2022 Progress	Summary of Update
11- Mental Health Services and Support	Behavioral Health Therapist	Ongoing	The district is researching opportunities with outside agencies to support the need of the districts. This support could be but not limited to small group support, individual support and teacher support through observation, troubleshooting and feedback
13-Renewal and Acceleration	Social/Emotional Staff Training/Materials	Ongoing	Materials were purchased to support Zones of Regulation training. Most elementary staff have complete training through the program or through a book study. New elementary teachers received training and materials through the summer.
13-Renewal and Acceleration	Professional Development	Ongoing	Continuing to review options for training specifically in the areas of reading and math to support students who need to close gaps in these areas and support research based quality instruction.
13-Renewal and Acceleration	ELA/Math Resources	Ongoing	Continuing to review options for materials specifically in the areas of reading and math to support students who need to close gaps in these areas and support research based quality instruction.
15-Air Quality	HVAC Unit	Complete	A new unit was installed and the project was completed in August of 2021 to help to promote better air flow and in return better air quality at Platteview High School.
16-Other Activities	Covid Sick Days	Ongoing	The district reviewed certified and classified sick days that were directly related to covid. If documentation was provided, days were calculated and will be reallocated to the individuals during their September payrun.
16-Other Activities	Out of Contract PD	Ongoing	As professional development opportunities become available, if they are not offered during the school day, the staff member will complete a timesheet for payment out of their contract time.

Updated: August 5, 2022



## Health Updates & Policies Related to the Pandemic - Fall 2022

Pursuant to the ARPA, Section 2001(i)-ESSERS III

Springfield Platteview Community Schools stand behind our district mission and are prepared to educate our students in a safe environment. To ensure that all students acquire the college and career ready skills and behaviors necessary for each student to succeed now and into his/her future. We value our partnership between school and home.

SPCS works closely with state and local health officials as needed. As a district, we believe that the best educational option for students is to be in school with their teachers. We know this has and continues to be a challenging time and understand there will be individual needs and circumstances. As these arise, we will work with families to address those unique situations.

This document outlines district policies and belief statements in response to the COVID-19 pandemic for the 2022-2023 school year. It is understood that circumstances could remain fluid and may change as the year progresses. Final decisions will be dependent upon guidance and requirements from state and local officials.

### SPCS Belief Statements

The district's belief statements are embedded into the Standards for Success. The district and community will be able to focus on best-practice, research-based practices to prepare our children for their future and guide us toward defining what it means to be successful in our schools.

- School culture is the single most important factor for enabling success to occur in our district. A strong culture shapes attitudes, beliefs, and actions of students, parents, and staff and engages them to work toward excellence together with the same vision and purpose.
- High expectations for students being successful at our schools are at the core of providing a quality curriculum and academic experience. The district will provide the resources and programs necessary for ALL students to be successful in the district.
- Teacher Effectiveness by developing highly qualified, fully certified teachers in all grade levels and subject areas to improve the quality of education for all students.
- Stakeholder Involvement is demonstrated through support from all partners in education. Parent and community involvement ensures communication, understanding, and common purpose for a quality education for children.
- Leadership/Operations includes the Board of Education and the administrators. Teamwork is critical to the success of the school district.

### **SPCS Layered Prevention**

- Students and their families may choose to wear a mask while at school and at school events (outside of normal school hours). It is the responsibility of the family to provide their own mask for themselves and their student(s) to use as the District will no longer be providing masks. There will be a supply of masks available at each school in the nurse's office to be accessed on an as needed basis.
- We will promote handwashing and respiratory etiquette. Proper handwashing, cough, and sneeze etiquette will be taught and reinforced.
- Our District custodial staff will continue to clean all buildings up to our EPA standard thoroughly and frequently during the day and in the evening.
- Students, parents, and staff will be asked to conduct a daily symptom check before coming to school. Students/staff should stay home when they are not feeling well. If missing school, please, follow the absence procedures in the handbook.
- If anyone in the student's/staff's home has been diagnosed with COVID-19, they should follow the [CDC guidance](#) for quarantine and isolation, and those absences will be excused. If individuals are exposed, yet healthy enough to attend school, they will be asked to self monitor and isolate if symptoms present.

### **SPCS Communicable Disease Policy**

The school district's ongoing response to manage cases of COVID-19 will rely on an individual's personal responsibility in monitoring, testing, and communicating when they are positive with COVID-19. The district will follow the adopted Communicable Diseases Board Policy 5409 when responding to cases of COVID-19 in the schools.



**Pre Service Agenda**  
***Welcome Back to School***  
2022-23

*New Teacher Training*

**Wednesday, August 10**

Certified Staff

Location: PHS Media Center

- 7:30-8:30 Breakfast Provided @ PHS Cafeteria
- 8:30-11:00 Welcome to SPCS  
(Central Office, Learning, Special Services, Public Relations, Technology)
- 11:00-12:00 Mentor/Mentee Team Building
- 11:30 Lunch Provided by the District-PHS Common's Area
- 12:30-12:50 Meet with Representation from the SPCS Educational Association
- 12:50-1:00 Meet with HR to ensure all paperwork is complete
- 1:00-3:00 Building Level Schedule

**Thursday, August 11**

Certified Staff: All Day

Location: Work in Your Building

- 7:45-8:30 Breakfast Provided for PHS and PC staff @ PHS Cafeteria
- 8:00-3:30 Building Schedule

*6:00-8:00*

*Platteview Central Open House  
Orientation starts at 6:00*

**Friday, August 12**

Certified Staff

Location: Own Building

- 7:45-8:30 Breakfast Provided for staff @ WE & SE
- 8:00-3:30 Building Schedule

Additional Trainings: Time and Location To Be Determined this afternoon

CPR Training: If needed, you will receive notification on what is needed from Kelli. This will be sent directly to staff that is needed for re-certification.

- 2:30-3:30 BCBS/EHA Summary of Benefits Media Center (Zoom link will be sent out closer)

## **Monday, August 15**

Certified Staff

Location: PHS Auditorium

8:30-9:00 Welcome: Superintendent Dr. Saunders (All Staff)

*Growing Together Through Community Roots*

9:00-10:00 Keynote: Dominique Smith (All Staff)

*Power of Relationships*

10:00-10:15 Break

10:15-11:15 Work Session: Dominique Smith (Certified Staff)

*The Restorative Practices Playbook*

12:00-1:00 Lunch Provided by the District @ PHS

1:00-3:30 Building Schedule

1:15-2:00 SE: Jeremy Available for Interactive Display Troubleshooting

2:15-3:00 WE: Jeremy Available for Interactive Display Troubleshooting

*4:00-7:00*

*Westmont Elementary Open House*

*6:00-8:00*

*Platteview High Open House*

*Orientation starts at 6:00*

## **Tuesday, August 16**

All Staff

Location: Own Buildings

8:00-3:30 Building Schedule

8:00-10:00 Special Education Certified Staff Meeting PHS Learning Center

10:30-11:30 Paraprofessional Meeting at PHS Auditorium

11:00-1:00 Lunch Provided by the District @ PHS Parking Lot (North Lot)

*5:00-7:00*

*Springfield Elementary Open House*

***All Staff***

## **Wednesday, August 17**

K-12: First Day of School

## **Thursday, August 18**

PEEC/WEEC Preschool: First Day of School

**Welcome Back! We are looking forward to a Great Year!**



**All district training (required) will be communicated out in an email later this week. Please remember to complete all district online training by September 6th.**



## Board Meetings for the 22-23 School Year

8/8/22- Regular Board Meeting	1/9/23- Regular Board Meeting
8/22/22- Work Session	1/23/23- Work Session
9/12/22- Regular Board Meeting	2/13/23- Regular Board Meeting
9/26/22- Work Session	2/27/23- Work Session
10/10/22- Regular Board Meeting	3/13/23- Regular Board Meeting (SPRING BREAK MONDAY, No School)
10/24/22- Work Session	3/27/23- Work Session
11/14/22- Regular Board Meeting	4/10/23- Regular Board Meeting (EASTER MONDAY, No School)
11/28/22- Work Session	4/24/23- Work Session
12/12/22- Regular Board Meeting	5/8/23- Regular Board Meeting
No Work Session in December	No Work Session in May
	6/12/23- Regular Board Meeting
	6/??/23- Board Retreat
	7/10/23- Regular Board Meeting
	7/24/23- Work Session



FOCUSED ON WHAT'S MOST IMPORTANT

# OUR STUDENTS



An aerial night photograph of a school sports complex. The central feature is a large football field with a red track around it. The field is illuminated by stadium lights, and the name 'BLACKWELL' is visible on the end zone. To the left of the football field is a baseball field, also illuminated. In the background, there are several school buildings with blue roofs. The overall scene is lit up, creating a vibrant atmosphere.

# 7 NEBRASKA SCHOOL DISTRICTS



# STRONGER TOGETHER.

BEATRICE  
PUBLIC  
SCHOOLS



NEBRASKA  
CITY PUBLIC  
SCHOOLS



PLATTSMOUTH  
COMMUNITY  
SCHOOLS



RALSTON  
PUBLIC  
SCHOOLS



SPRINGFIELD  
PLATTEVIEW  
COMMUNITY  
SCHOOLS



WAHOO  
PUBLIC  
SCHOOLS



*and...*

Welcome!

**MALCOLM PUBLIC SCHOOLS**

**MALCOLM**  
Public School  
District 148

**M**  
*Clippers*



*Joining the Conference...*

2023-2024

**ASHLAND-GREENWOOD  
PUBLIC SCHOOLS**



Ashland-Greenwood  
PUBLIC SCHOOLS





# OUR MISSION

The Trailblazer Conference is committed to bringing together like-sized schools, facing similar growth opportunities who want to commit to excellence and innovation.



**TRAILBLAZER**  
CONFERENCE



# TRAILBLAZER CONFERENCE



## OUR VISION

To have a comprehensive conference working to provide excellence in:

- Collaboration
- Academics
- Athletics
- Fine Arts
- Executive Leadership Development & Collaboration
- Leadership Opportunities for Students & Staff

# WHERE ARE WE NOW?



3<sup>rd</sup>



2022-2023

7



+1

Entering the 3rd school year of the conference

Seven schools are now in the Trailblazer Conference

Ashland-Greenwood joining conference next year



**GOAL:** TO EXPAND TO 8 SCHOOL DISTRICTS IN 2023-24.  
Thank you to Malcolm & Ashland-Greenwood Public Schools for helping us reach our goal!

# BEATRICE PUBLIC SCHOOLS

Mascot	Orangeman / Lady O
Community Population	12,500
Student Enrollment PK-12	2,000
NSAA Classification	B
Free & Reduced %	52%
Special Education %	25%
English Learner %	2%



# BEATRICE PUBLIC SCHOOLS

## 2021 - 2022 Conference Achievements

- Conference Champions - Softball, Girls Golf, Girls Basketball, Quiz Bowl. Baseball. Boys Golf, Girls Track
- 
- Conference Runner-Up - Volleyball, Marching Band, Wrestling. Speech, Boys Soccer



# BEATRICE PUBLIC SCHOOLS



## 2021 - 2022 Other Notable (NSAA) Achievements

- State Football Qualifier
- Boys Tennis 7th Place @ State
- Girls Golf - 11th Place @ State
- Cross Country - 3 Qualifiers
- Marching Band - Division II Excellent Rating
- Wrestling - Boys 5th Place - 5 Medalist
- Girls Basketball - State Qualifier
- Boys Basketball - State Semi Finalist
- Dance - State Runner-Up - High Kick
- Baseball - State Qualifier
- Track - 10 Qualifiers and 8 Medalist
- Boys Golf - 1 State Qualifier -4th Place



# NEBRASKA CITY PUBLIC SCHOOLS

Mascot	Pioneers
Community Population	7,275
Student Enrollment PK-12	1,404
NSAA Classification	B
Free & Reduced %	53%
Special Education %	20%
English Learner %	7%



# NEBRASKA CITY PUBLIC SCHOOLS

## 2021 - 2022 Conference Achievements

- Conference Championships
  - Boys Wrestling
  - Girls Wrestling
  - Boys Middle School Wrestling
  - Speech
  - Art Show (3 Individuals)
- Conference Runner-Ups
  - Boys Cross Country
  - Art Show (2 Individuals)
  - 8th Boys Track



# NEBRASKA CITY PUBLIC SCHOOLS

## 2021 - 2022 Other Notable (NSAA) Achievements

- Boys Wrestling
  - 8 Individual Qualifiers
  - Micah Ruiz - STATE CHAMPION
- Girls Wrestling
  - 2 Individual Qualifiers
  - Pacie Lee - 2nd Place
- Boys Track
  - 5 Qualifiers
- Boys Cross Country
  - Team Qualifier



# MALCOLM PUBLIC SCHOOLS



Mascot	Clippers
Community Population	473
Student Enrollment PK-12	627
NSAA Classification	B
Free & Reduced %	16%
Special Education %	10%
English Learner %	<5%



# MALCOLM PUBLIC SCHOOLS

- 18 NSAA State Championships
- 14 NSAA State Runner-Ups
- 2016 NSAA Cup winner in Class C girls' athletics
- Two Nebraska High School Hall of Fame members in alum Larry Frost and legendary cross country coach Bob Hoyer.
- Clipper alum, and current Creighton Bluejay, Jaela Zimmerman was the 2017-2018 Gatorade Nebraska Volleyball player of the year.



# PLATTSMOUTH COMMUNITY SCHOOLS

Mascot	Blue Devils
Community Population	6,559
Student Enrollment PK-12	1,437
NSAA Classification	B
Free & Reduced %	42%
Special Education %	18%
English Learner %	1%



# PLATTSMOUTH COMMUNITY SCHOOLS

## 2021 - 2022 Conference Achievements

- Gold Level Student Council for 10th year in a row
- Boys and Girls Third Place at Conference Meet
- Track & Field had 9 State Qualifiers and 1 alternate
- Boys and Girls Cross Country Conference Champions
- Girls Cross Country District Runner-up
- Boys Cross Country State Qualifier
- Football Undefeated regular season and reached State Quarterfinals



# PLATTSMOUTH COMMUNITY SCHOOLS



## 2021 - 2022 Other Notable (NSAA) Achievements

- Alan Bain was selected to sing the National Anthem for State Swimming
- Doane Honor Choir Participants
  - Alan Bain, Jacob Frazier, Ava Morehead
- UNO BOCH Festival Honor Choir
  - Alan Bain, Eli Horner, Gage Olsen, Krista Hardy, Ava Morehead, Ivy Schmidt, Gertie Yoder
- \$20,000 per year scholarship to Midland
  - Gage Olsen
- Student Council donated \$1,500 to Make-A-Wish Nebraska through various fundraisers
- Junior legion baseball were State Runner-up, Area 2 Champions
- Senior Legion Baseball was Southeast NE Conference Champions



# RALSTON PUBLIC SCHOOLS



<b>Mascot</b>	Rams
<b>Community Population</b>	7,273
<b>Student Enrollment PK-12</b>	3,490
<b>NSAA Classification</b>	B
<b>Free &amp; Reduced %</b>	61%
<b>Special Education %</b>	17%
<b>English Learner %</b>	12%



# RALSTON PUBLIC SCHOOLS

## 2021 - 2022 Conference Achievements

- Conference Championships
  - Boys Soccer
  - Girls Tennis
  - Art Show (4 Individuals)
- Conference Runner-up
  - Cheerleading
  - Girls Golf
  - Quiz Bowl
  - Girls soccer
  - Art Show (2 Individuals)



# RALSTON PUBLIC SCHOOLS



## 2021 - 2022 Other Notable (NSAA) Achievements

- Two boys state track qualifiers
- One girl state track qualifier
- One girls XC qualifier
- One NSAA football record broken
- Two girls wrestling qualifiers
- Four boys wrestling state qualifiers
- Five state swimming qualifiers
- One All State Boys soccer player
- Boys soccer district runner up
- Ten students place at State Yearbook
  - Three student champions
- 7th Place Team at State Yearbook
- 7th place #2 doubles at State Tennis



# SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS



Mascot	Trojans
Community Population	4,500
Student Enrollment PK-12	1,131
NSAA Classification	B / C1(FB)
Free & Reduced %	22%
Special Education %	15%
English Learner %	<15%



# SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

## 2021 - 2022 Conference Achievements

- Conference Champions
  - Girls Soccer (Regular Season and Tournament)
  - Boys Soccer-Cooperative (Regular Season)
- Conference Runners-up
  - Boys Basketball (Tournament)
  - Boys Track and Field
  - Girls Track and Field
  - Volleyball (Tournament and Season)



# SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS



## 2021 - 2022 Other Notable (NSAA) Achievements

- Boys BB State Semi-Finalist
- Girls XC State Qualifier (team)
- 1 Boy XC Qualifier
- 1 Girls Golf Qualifier
- 9 Boys Track/Field Qualifying Events
- 8 Girls Track/Field Qualifying Events
- 3 Girls Wrestling Qualifiers & 2 Boys Wrestling Qualifiers
- Dance Conference Champs
- Dance Class B State Runner-up (Hip Hop)
- eSports Div 2 State Champs
- 7 FBLA National Qualifiers
- Marching Band Conference Champs
- One Act Conference Runner-up



# WAHOO PUBLIC SCHOOLS

<b>Mascot</b>	Warriors
<b>Community Population</b>	4,520
<b>Student Enrollment PK-12</b>	1,109
<b>NSAA Classification</b>	B / C1
<b>Free &amp; Reduced %</b>	30%
<b>Special Education %</b>	22%
<b>English Learner %</b>	<1%



# WAHOO PUBLIC SCHOOLS

## 2021 - 2022 Conference Achievements

- Conference Champions
  - Volleyball, One-Act, Boys Basketball, Cheerleading, & Boys Track & Field, Art Show (1 Individual)
- Conference Runner-up
  - Softball, Girls Basketball, Girls Wrestling, Dance, Baseball, & Boys Golf
- MS Conference Achievements
  - Champions - Football, Volleyball, Boys Basketball, Boys Track & Field



# WAHOO PUBLIC SCHOOLS

## 2021 - 2022 State Achievements

- District Champions
  - Softball, Boys Basketball, Boys Track & Field
- Band/Choir
  - NSBA Excellence in Academic Achievement Award
  - NMEA Music Educator of the Year - Jason Smith
  - Wahoo picked as Best Community for Music Education by National Association of Music Merchants
- Wrestling
  - Individual Girls State Champion
  - Individual Boys State Runner-up
- Track & Field
  - 15 qualifiers - 10 state medals
- NCA Cheer/Dance
  - Cheerleading Champion; Pom & Jazz Runner-up



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**Future Planning  
August, 2022**

- 8/10/22 New Teachers Report- Board Luncheon Invite
- 8/11/22 All Certified Staff Report
- 8/11/22 Legislative Candidate Meet and Greet at Wicked Hen 9-11am
- 8/16/22 All Classified Staff Report
- 8/17/22 1st Day of Classes
- 8/22/22 Board Work Session 7:00pm
- 9/1/22 NASB Area Membership Meeting @ La Vista @ 4:30 (Register by August 24)
- 9/12/22 Site Committee 5:45pm  
Finance Committee 6:15pm  
Budget Hearing 6:45pm  
Regular Board Meeting 7:00pm or to follow Budget Hearing
- 9/22/22 Proposed Joint Tax Hearing TBD
- 9/26/22 Board Meeting 7:00pm  
Budget Resolution
- 9/30/22 Homecoming & Grand Opening Celebration