



**HASTINGS  
PUBLIC SCHOOLS**

Assuring the essential.  
Expanding the possible.

## **Regular Board Meeting**

Monday, December 15, 2025 @ 6:00 PM Central

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

1. CALL TO ORDER - Becky Sullivan -

2. Roll Call -

3. Pledge Allegiance to the Flag -

4. ANNOUNCEMENT - Becky Sullivan -

5. Elementary Orchestra Performance -

6. RECURRENT - Becky Sullivan -

6.1. Minutes of Previous Meeting(s) -

6.2. Payment of Expenditures -

7. RECEIVE CORRESPONDENCE - Becky Sullivan -

8. Spotlight on Learning and Good News - Dr. Christopher Prososki -

9. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

10. SPECIAL BOARD FUNCTIONS - Becky Sullivan -

10.1. Approve a Resolution to Adopt a More Current and Revised Set of 3000 Series Policies -

10.2. Approve HVAC bid for Alcott Elementary project — Lawrence Tunks -

10.3. Approve revised Superintendent contract — Dr. Christopher Prosofski and Becky Sullivan -

10.4. Approve addition of 1.0 FTE Elementary Teacher position — Dr. Thomas Szlanda -

10.5. Approve student travel requests - Kristen Slechta -

10.6. CONSENT AGENDA - Dr. Thomas Szlanda -

11. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

12. DATES OF FUTURE BOARD MEETINGS - Becky Sullivan -

13. MEDIA SPOKESPERSON - Becky Sullivan -

14. ADJOURNMENT - Becky Sullivan -

**\*Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

**\*\*Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

**\*\*\*Action Item:** The board reserves the right to take action on an item listed on the board agenda.



**Hastings Public Schools  
Work Session Minutes**

November 13, 2025 6:00 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Friday, November 7, 2025

Jim Boeve:	Present
Sharon Brooks:	Present
Erick Espinoza:	Present
Jodi Graves:	Present
Andrew McCarty:	Present
Tamisha Rose Osgood:	Present
Christopher Shade:	Present
Becky Sullivan:	Present
Stacie Widhelm:	Present

**1. Roll Call**

President Sullivan called the meeting to order.

Others in attendance: Dr. Christopher Prosocki, Superintendent; Denise Behrends, Administrative Assistant to the Superintendent; Lawrence Tuns, Director of Technology and Operations; Dr. Thomas Szlanda, Director of HR and Operations; Jeff Linden, Hastings High School Principal; Chris Schukei, Executive Director of the HPS Foundation; Terry Julian, Technology Facilitator; Charla Brant, Alcott Elementary Principal; John Hauser, Director of Learning and Support; Kristen Slechta, Director of Learning; Will Vraspir, Hastings Tribune; Andy Jones, Hastings Public Access TV

**2. Announcement - Becky Sullivan**

President Sullivan reminded those in attendance of the Open Meetings Act.

**3. Welcome to HEA reps and guests - Becky Sullivan**

President Sullivan welcomed HEA representatives and guests. She asked those in attendance to introduce themselves.

**4. Review Board Norms/Goal - Becky Sullivan**

There were no Board member comments.

**5. Board Report - Becky Sullivan**

Board member Graves attended Middle School volleyball games and discussed the presence of High School coaches being there to support and build relationships with players. Board member Espinoza expressed thanks to staff for their work in putting on various trunk-or-treat activities for students and community.

## **6. SUPERINTENDENT'S REPORT - Dr. Christopher Prosocki**

Superintendent Prosocki reviewed his report with Board members.

Dr. Prosocki shared information on the 2025-26 State Aid recalculation. He also provided a copy of the 2024-25 Annual Financial Report (AFR).

Superintendent Prosocki reminded Board members of the interlocal meeting with Adams Central to be held on Monday, December 1 at 6:00 p.m. at ESU 9. He also noted the meeting must occur annually according to the legal interlocal agreement.

Dr. Prosocki reviewed Educator Health Alliance (EHA) insurance rates that were recently released for 2026-27. There will be an overall increase of 7.25% in premium for health and dental coverage.

Superintendent Prosocki shared information about the implications of SNAP benefit changes.

Dr. Prosocki shared the upcoming legislative calendar with Board members. He also discussed two 2025-26 petition measures - EPIC Option 2.0 and Advocates For All Nebraskans (AFAN) - that will be closely monitored by NCSA and STANCE during the upcoming legislative session. Dr. Prosocki informed Board members that he would attend an advocacy trip to Washington D.C. in June of 2026 while serving as Chair of the Nebraska Council for School Administrators (NCSA).

Superintendent Prosocki shared preliminary student enrollment information for 2025-26.

## **7. Policy Review: 1000 Series Policies & 2000 Series Policies**

Superintendent Prosocki led Board members through a review of the 1000 Series and 2000 Series policies. Board members held a discussion about the 1000 and 2000 series policies to be adopted at the regular Board meeting.

## **8. Discuss Authorization of Truck purchase — Lawrence Tunks**

Lawrence Tunks reviewed the need for a maintenance truck to replace one that is no longer operable. The maintenance department wants to purchase a used vehicle, but they have missed out on a few because they were gone before he could get Board approval. Director Tunks will recommend the Board authorize up to \$40,000 for the purchase of a used truck for maintenance.

Board members held a discussion about a maintenance truck purchase.

## **9. Reminder of Incentive for Early Notification of Intent to Resign/Retire - Dr. Tom Szlanda**

Dr. Tom Szlanda reminded Board members of policy 408.07 which provides a \$500 Incentive for Early Notification of Certificated Staff members who intend to Resign or Retire. Dr. Szlanda noted that last year 12 teachers provided early notification and the District was able to fill those positions. This year Friday, December 19th is the deadline to meet eligibility for the incentive. Dr. Szlanda will send a notice to Certificated Staff members reminding them of this policy.

Board members held a discussion about the early notification incentive.

## **10. \*Consent Agenda - Dr. Thomas Szlanda**

Dr. Tom Szlanda informed Board members of 9 certificated, 8 classified, and 4 extra-standard positions that are currently unfilled throughout the District. Dr. Szlanda will recommend approval of the personnel agenda as presented.

**11. OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

There were no public comments.

**12. Reminders - Becky Sullivan**

President Sullivan reminded Board members of the Regular Board meeting on Monday, November 17 at 6:00 p.m. in the Boardroom and about the NASB Conference in Omaha on November 20th.

**13. Executive Session - Becky Sullivan**

The board went into closed session to discuss the Superintendent's evaluation.

*Motion to go into closed session. Motion made by Jim Boeve, Seconded by Jodi Graves. Motion passed*

Jim Boeve:	Yea
Sharon Brooks:	Yea
Erick Espinoza:	Yea
Jodi Graves:	Yea
Andrew McCarty:	Yea
Tamisha Rose Osgood:	Yea
Christopher Shade:	Yea
Becky Sullivan:	Yea
Stacie Widhelm:	Yea

**14. The Board of Education returns to Open Session - Becky Sullivan**

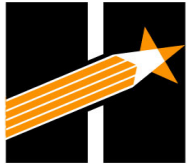
The Board of Education returned to Open Session at 7:16 p.m. President Sullivan verified that discussion was confined to the Superintendent Evaluation and no action was taken.

**15. Adjournment - Becky Sullivan**

Meeting adjourned at 7:17 p.m.

*Motion to adjourn meeting. Motion made by Sharon Brooks, Seconded by Tamisha Rose Osgood. Motion passed*

Jim Boeve:	Yea
Sharon Brooks:	Yea
Erick Espinoza:	Yea
Jodi Graves:	Yea
Andrew McCarty:	Yea
Tamisha Rose Osgood:	Yea
Christopher Shade:	Yea
Becky Sullivan:	Yea
Stacie Widhelm:	Yea



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## Hastings Public Schools Regular Board Meeting Minutes

November 17, 2025 6:00 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Tuesday, November 11, 2025

Jim Boeve:	Present
Sharon Brooks:	Present
Erick Espinoza:	Absent
Jodi Graves:	Present
Andrew McCarty:	Present
Tamisha Rose Osgood:	Present
Christopher Shade:	Present
Becky Sullivan:	Present
Stacie Widhelm:	Present

### 1. CALL TO ORDER - Becky Sullivan

President Sullivan called the meeting to order.

### 2. Roll Call

Others in attendance: Dr. Christopher Prososki, Superintendent; Denise Behrends, Administrative Assistant to the Superintendent; Lawrence Tunks, Director of Technology and Operations; Dr. Thomas Szlanda, Director of HR and Operations; Terry Julian, Technology Facilitator; Shelly Julian, Business Manager; Tanya Evans, Director of Special Education; Kristen Slechta, Director of Learning; John Hauser, Director of Learning and Support; Chris Schukei, Executive Director of the HPS Foundation; Charla Brant, Alcott Elementary Principal; Laurie Parr, Alcott Elementary School Counselor; Jeff Linden, Hastings High School Principal; Sara Horstmann, Assistant Director of Special Education; Ben Welsch, HEA President; Hastings High School Student Council students and sponsors; Will Vraspir, Hastings Tribune; Andy Jones, Hastings Public Access TV; members of the public.

### 3. Pledge Allegiance to the Flag

### 4. ANNOUNCEMENT - Becky Sullivan

President Sullivan reminded those in attendance of the Open Meetings Act

### 5. RECURRENT - Becky Sullivan

#### 5.1. Minutes of Previous Meeting(s)

*Motion to approve the minutes as presented. Motion made by Jim Boeve, Seconded by Stacie Widhelm. Motion passed*

Jim Boeve:	Yea
Sharon Brooks:	Yea

Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

## **5.2. Payment of Expenditures**

*Motion to approve the payment of expenditures in the amount of \$4,636,590.52. Motion made by Sharon Brooks, Seconded by Jim Boeve. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

## **6. RECEIVE CORRESPONDENCE - Becky Sullivan**

There was no correspondence to receive.

## **7. Spotlight on Learning and Good News - Dr. Christopher Prosocki**

Superintendent Prosocki shared Good News with Board Members. Dr. Prosocki introduced Alcott Elementary Principal Dr. Charla Brant, to present the Spotlight on Learning. Principal Brant and Alcott School Counselor Laurie Parr shared a presentation about chronic absenteeism and steps the Alcott staff have taken to improve attendance over the past three years. Board members held a discussion with Dr. Brant about the presentation.

## **8. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

There were no public comments.

## **9. SPECIAL BOARD FUNCTIONS - Becky Sullivan**

### **9.1. Approval of a New Principal Evaluation Tool - Dr. Christopher Prosocki**

Superintendent Prosocki shared and recommended approval of the new Principal Evaluation tool as presented. Once approved by the Board the evaluation tool will be sent to NDE for final approval.

*Motion to approve the new principal evaluation tool. Motion made by Jodi Graves, Seconded by Sharon Brooks. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea

Becky Sullivan: Yea  
Stacie Widhelm: Yea

### **9.2. Approve the Resolution to Adopt a More Current and Revised Set of 1000 Series Policies and 2000 Series Policies**

Superintendent Prosocki reviewed the 1000 Series and 2000 Series policies with Board members.

Board members held a discussion about the 1000 and 2000 series policies.

*Motion to approve a resolution to adopt a more current and revised set of 1000 Series Policies and 2000 Series Policies. Motion made by Stacie Widhelm, Seconded by Tamisha Rose Osgood. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

### **9.3. Authorization of Truck purchase — Lawrence Tunks**

Lawrence Tunks reviewed the need for a maintenance truck to replace one that is no longer operable. The maintenance department wants to purchase a used vehicle, but has missed out on a few because they were gone before they could get Board approval. Director Tunks requested the Board authorize up to \$40,000 for the purchase of a used truck for maintenance.

Board members held a discussion about maintenance vehicles.

*Motion to authorize the purchase of a used maintenance truck not to exceed \$40,000. Motion made by Jodi Graves, Seconded by Christopher Shade. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

### **9.4. CONSENT AGENDA - Dr. Thomas Szlanda**

Dr. Tom Szlanda informed Board members of 9 certificated, 8 classified, and 4 extra-standard positions that are currently unfilled throughout the district. Dr. Szlanda recommended approval of the personnel agenda as presented.

*Motion to approve consent agenda as presented. Motion made by Jim Boeve, Seconded by Sharon Brooks. Motion passed*

Jim Boeve: Yea

Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

**10. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

There were no public comments.

**11. DATES OF FUTURE BOARD MEETINGS - Becky Sullivan**

President Sullivan reminded Board members of upcoming dates:

NASB Conference in Omaha on Thursday, November 20, 2025

Annual Interlocal meeting with Adams Central on Monday, December 1, 2025 at 6:00 p.m. - ESU 9

Work Session on Thursday, December 11, 2025 at 6:00 p.m. - Board Room at HPS District Offices

Regular Board Meeting on Monday, December 15, 2025 at 6:00 p.m. - Board Room at HPS District Offices

**12. MEDIA SPOKESPERSON - Becky Sullivan**

President Sullivan announced Tamisha Rose Osgood will serve as the media spokesperson for this month.

**13. ADJOURNMENT - Becky Sullivan**

Meeting adjourned at 6:42 p.m.

*Motion to adjourn meeting. Motion made by Andrew McCarty, Seconded by Stacie Widhelm. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

Denise Behrends, Board Recording Secretary

Bank Name	Check Number	Date	Payee	Amount	Voucher #
Five Points Bank	145233	11/17/2025	SMALL TOWN FAMOUS-	\$1,613.63	1081
Five Points Bank	145232	11/17/2025	PHYS THERAPY & SPORT REHAB	\$16,947.35	1081
Five Points Bank	145231	11/17/2025	FRIEND, ELLIE HHS	\$354.55	1081
Five Points Bank	145230	11/17/2025	ZIEMBA ROOFING CO	\$42,656.00	1079
Five Points Bank	145229	11/17/2025	YANDAS MUSIC	\$111.90	1079
Five Points Bank	145228	11/17/2025	WOLFE, AMANDA	\$141.96	1079
Five Points Bank	145227	11/17/2025	WILLIAMSON, JERRY	\$35.28	1079
Five Points Bank	145226	11/17/2025	WILLIAMS, SYDNEY	\$246.87	1079
Five Points Bank	145225	11/17/2025	WEIDT, SHARON	\$19.82	1079
Five Points Bank	145224	11/17/2025	WARE, ANDREW BUS	\$67.74	1079
Five Points Bank	145223	11/17/2025	WABI SABI BEHAVIORAL HEALTH CENTER, LLC	\$9,172.00	1079
Five Points Bank	145222	11/17/2025	W.G. PAULEY LUMBER COMPANY	\$108.60	1079
Five Points Bank	145221	11/17/2025	VIAERO WIRELESS	\$243.12	1079
Five Points Bank	145220	11/17/2025	VERIZON WIRELESS	\$1,179.50	1079
Five Points Bank	145219	11/17/2025	UNL CAREER SERVICES	\$175.00	1079
Five Points Bank	145218	11/17/2025	UNK - SHAPE NEBRASKA TREASURER	\$400.00	1079
Five Points Bank	145217	11/17/2025	U.S. POSTAL SERVICE	\$500.00	1079
Five Points Bank	145216	11/17/2025	TOLEDO PHYSICAL EDUCATION SUPPLY INC	\$100.75	1079
Five Points Bank	145215	11/17/2025	TOBII DYNAVOX, LLC	\$199.00	1079
Five Points Bank	145214	11/17/2025	THERAPY SHOPPE, INC.	\$92.98	1079
Five Points Bank	145213	11/17/2025	SWEENEY, SHANNON	\$39.20	1079
Five Points Bank	145212	11/17/2025	SUMMIT ACADEMY LLC	\$56,963.07	1079
Five Points Bank	145211	11/17/2025	STRATEGIC DESIGN, LLC	\$38,913.00	1079
Five Points Bank	145210	11/17/2025	STORY, NATHANIEL LI	\$62.80	1079
Five Points Bank	145209	11/17/2025	STOKELY, KELSEY	\$5,002.00	1079
Five Points Bank	145208	11/17/2025	STELLING BRASS & WINDS INC.	\$125.00	1079
Five Points Bank	145207	11/17/2025	SPARQ DATA SOLUTIONS, INC.	\$5,000.00	1079
Five Points Bank	145206	11/17/2025	SOUTHWORTH, PAULA D.	\$1,610.52	1079
Five Points Bank	145205	11/17/2025	SOLIANT HEALTH, LLC	\$35,812.00	1079
Five Points Bank	145204	11/17/2025	SHRIVER, SHARON A.	\$1,449.00	1079
Five Points Bank	145203	11/17/2025	SHERIDAN, AMBER	\$151.50	1079
Five Points Bank	145202	11/17/2025	SCHROEDER, BRITTANIE	\$120.00	1079
Five Points Bank	145201	11/17/2025	SCHOOL SPECIALTY	\$131.53	1079
Five Points Bank	145200	11/17/2025	SCHOLASTIC, INC	\$2,066.18	1079
Five Points Bank	145199	11/17/2025	SANDALL, KYLE	\$2,500.00	1079
Five Points Bank	145198	11/17/2025	RUTTS HEATING & AIR CONDITIONING INC	\$33,216.21	1079
Five Points Bank	145197	11/17/2025	RUTT, AMY LO	\$139.07	1079
Five Points Bank	145196	11/17/2025	RUSS'S IGA	\$787.24	1079
Five Points Bank	145195	11/17/2025	REYNA ESPINOZA, LILIA	\$240.00	1079
Five Points Bank	145194	11/17/2025	RAYNOR GARAGE DOORS OF CE. NE.	\$640.00	1079
Five Points Bank	145193	11/17/2025	RAVEN TECH LLC	\$2,451.50	1079
Five Points Bank	145192	11/17/2025	PROSOSKI, JENNIFER	\$46.18	1079
Five Points Bank	145191	11/17/2025	PROSOSKI, CHRISTOPHER	\$164.65	1079
Five Points Bank	145190	11/17/2025	PROPIO LS LLC	\$707.55	1079
Five Points Bank	145189	11/17/2025	PRO-ED, INC.	\$156.20	1079
Five Points Bank	145188	11/17/2025	POOH CORNER WEST	\$2,921.00	1079
Five Points Bank	145187	11/17/2025	PHYS THERAPY & SPORT REHAB	\$160.00	1079
Five Points Bank	145186	11/17/2025	PFEIFER, SHELLI M MS	\$11.60	1079
Five Points Bank	145184	11/17/2025	PEPSI OF HASTINGS -	\$513.94	1079
Five Points Bank	145183	11/17/2025	PAULEY W G LBR CO	\$50.38	1079
Five Points Bank	145182	11/17/2025	PARR, LAURIE AL	\$50.00	1079
Five Points Bank	145181	11/17/2025	OTC BRANDS, INC.	\$144.54	1079
Five Points Bank	145180	11/17/2025	OMAHA WORLD HEARLD	\$1,285.33	1079

Five Points Bank	145179	11/17/2025	NebSPRA	\$50.00	1079
Five Points Bank	145178	11/17/2025	NEBRASKA STATE FIRE MARSHAL AGENCY	\$288.00	1079
Five Points Bank	145177	11/17/2025	NE DEPT OF EDUCATION--	\$125.00	1079
Five Points Bank	145176	11/17/2025	NCS PEARSON, INC	\$1,151.39	1079
Five Points Bank	145175	11/17/2025	NAPA AUTO PARTS	\$2,222.20	1079
Five Points Bank	145174	11/17/2025	MUNICIPAL SUPPLY OF NE	\$99.53	1079
Five Points Bank	145173	11/17/2025	MUELLER, RACHEL N	\$271.50	1079
Five Points Bank	145172	11/17/2025	MIDWEST RESTAURANT SUPPLY	\$99.69	1079
Five Points Bank	145171	11/17/2025	MIDWEST CONNECT	\$8,000.00	1079
Five Points Bank	145169	11/17/2025	MENARDS	\$1,806.59	1079
Five Points Bank	145168	11/17/2025	MCGRAW- HILL SCHOOL ED HOLDINGS, LLC	\$399.44	1079
Five Points Bank	145167	11/17/2025	MCCREADY, AVA	\$240.00	1079
Five Points Bank	145166	11/17/2025	MAU, SHELLY HS	\$57.90	1079
Five Points Bank	145165	11/17/2025	MACKIN BOOK COMPANY	\$198.66	1079
Five Points Bank	145164	11/17/2025	LITTLE STINGERS CHILD CARE	\$230.00	1079
Five Points Bank	145163	11/17/2025	LINCOLN'S SYMPHONY ORCHESTRA	\$147.00	1079
Five Points Bank	145162	11/17/2025	LIGHTSPEED TECHNOLOGIES	\$256.00	1079
Five Points Bank	145161	11/17/2025	LARA, JASMIN	\$155.00	1079
Five Points Bank	145160	11/17/2025	KSB SCHOOL LAW, PC, LLO	\$14,558.00	1079
Five Points Bank	145159	11/17/2025	KIMLE, MICHELE MS	\$44.77	1079
Five Points Bank	145158	11/17/2025	KENESAW MOTORS	\$1,070.66	1079
Five Points Bank	145157	11/17/2025	KEILIG, LARRY	\$55.40	1079
Five Points Bank	145156	11/17/2025	KEELE, WENDY MO	\$112.35	1079
Five Points Bank	145155	11/17/2025	JOHNSON, KAYLA MO	\$111.30	1079
Five Points Bank	145154	11/17/2025	JOHNSON HARDWARE COMPANY	\$2,876.00	1079
Five Points Bank	145153	11/17/2025	JIMMY JOHNS - HASTINGS	\$191.31	1079
Five Points Bank	145152	11/17/2025	JOURIGUI-PINA, BRENDA E.	\$76.00	1079
Five Points Bank	145151	11/17/2025	JACKSON GLASS	\$1,529.91	1079
Five Points Bank	145150	11/17/2025	ISLAND GLASS COMPANY, INC	\$145.79	1079
Five Points Bank	145149	11/17/2025	INNOVATIONS ASSOCIATES, LLC	\$175.00	1079
Five Points Bank	145147	11/17/2025	INGRAM LIBRARY SERVICES	\$1,531.30	1079
Five Points Bank	145146	11/17/2025	IMPLEMENTATION CONSULTING GROUP, LLC	\$22,500.00	1079
Five Points Bank	145145	11/17/2025	IMAGINE LEARNING LLC	\$11,213.20	1079
Five Points Bank	145144	11/17/2025	IDEA BANK MARKETING	\$856.00	1079
Five Points Bank	145143	11/17/2025	HOUGHTON MIFFLIN HARCOURT	\$1,447.68	1079
Five Points Bank	145142	11/17/2025	HORTON, BRITTANY R	\$9.93	1079
Five Points Bank	145141	11/17/2025	HOMETOWN LEASING	\$9,866.04	1079
Five Points Bank	145140	11/17/2025	HILLYARD/ DES MOINES	\$84.00	1079
Five Points Bank	145139	11/17/2025	HERMAN, ART	\$29.61	1079
Five Points Bank	145138	11/17/2025	HEARTLAND BUSINESS SYSTEMS, LLC	\$400.00	1079
Five Points Bank	145137	11/17/2025	HAUSER, JOHN W ADMIN	\$447.74	1079
Five Points Bank	145136	11/17/2025	HASTINGS UTILITIES	\$70,034.57	1079
Five Points Bank	145135	11/17/2025	HASTINGS TRIBUNE	\$1,233.18	1079
Five Points Bank	145134	11/17/2025	HASTINGS POLICE DEPT	\$51,947.38	1079
Five Points Bank	145133	11/17/2025	HASTINGS OUTDOOR POWER, LLC	\$733.74	1079
Five Points Bank	145132	11/17/2025	HASTINGS MUSEUM	\$116.00	1079
Five Points Bank	145131	11/17/2025	HASTINGS EARLY CHILD DEVELOPMENT	\$3,634.00	1079
Five Points Bank	145130	11/17/2025	GUSTAVE A. LARSON COMPANY	\$107.79	1079
Five Points Bank	145129	11/17/2025	GO PHYSICAL THERAPY, LLC	\$59,585.30	1079
Five Points Bank	145128	11/17/2025	GERHOLD CONCRETE COMPANY, INC.	\$3,562.29	1079
Five Points Bank	145127	11/17/2025	GATTO, ANISTON	\$120.00	1079
Five Points Bank	145126	11/17/2025	FOLLETT CONTENT SOLUTIONS, LLC	\$186.26	1079
Five Points Bank	145125	11/17/2025	FARRIS CONSTRUCTION	\$10,287.50	1079
Five Points Bank	145124	11/17/2025	FAMILY MEDICAL CENTER	\$200.00	1079

Five Points Bank	145123	11/17/2025	EVERDRIVEN TECHNOLOGIES, LLC	\$2,208.50	1079
Five Points Bank	145122	11/17/2025	ENGBERG, SCOTT	\$13.99	1079
Five Points Bank	145121	11/17/2025	EGAN SUPPLY COMPANY	\$11,226.50	1079
Five Points Bank	145120	11/17/2025	ED SERV UNIT 9	\$68,172.30	1079
Five Points Bank	145119	11/17/2025	ED SERV UNIT 10	\$739.39	1079
Five Points Bank	145118	11/17/2025	ECHO ELECTRIC SUPPLY	\$96.91	1079
Five Points Bank	145117	11/17/2025	EAKES OFFICE SOLUTIONS	\$630.00	1079
Five Points Bank	145116	11/17/2025	EAGLE BUILDING SERVICES, LLC	\$15,375.36	1079
Five Points Bank	145115	11/17/2025	DUTTON-LAINSON	\$987.74	1079
Five Points Bank	145114	11/17/2025	DIETZE MUSIC	\$258.80	1079
Five Points Bank	145113	11/17/2025	DIAZ, EZPERANZA	\$54.50	1079
Five Points Bank	145112	11/17/2025	DETAMORE, STEPHANIE MS	\$37.95	1079
Five Points Bank	145111	11/17/2025	CULLIGAN OF HASTINGS	\$202.50	1079
Five Points Bank	145110	11/17/2025	CRESCENT ELECTRIC SUPPLY CO	\$107.79	1079
Five Points Bank	145109	11/17/2025	CPI/COOPERATIVE PRODUCERS, INC	\$10,103.59	1079
Five Points Bank	145108	11/17/2025	CONSOLIDATED CONCRETE CO.	\$101.18	1079
Five Points Bank	145107	11/17/2025	COMPUTER HARDWARE, INC	\$2,823.00	1079
Five Points Bank	145106	11/17/2025	CENTRAL NEBRASKA BOBCAT	\$192.78	1079
Five Points Bank	145105	11/17/2025	CARLSON, MICHELLE	\$2,481.84	1079
Five Points Bank	145104	11/17/2025	CAREY'S PEST CONTROL	\$2,166.00	1079
Five Points Bank	145103	11/17/2025	C4 OPERATIONS, LLC	\$1,077.50	1079
Five Points Bank	145102	11/17/2025	BRIGHTSIDE CHILD CARE CENTER LLC	\$2,977.00	1079
Five Points Bank	145101	11/17/2025	BREHM, ABBY L HHS	\$50.65	1079
Five Points Bank	145100	11/17/2025	BLOCK, VICKI	\$30.00	1079
Five Points Bank	145099	11/17/2025	BIG G ACE	\$177.96	1079
Five Points Bank	145098	11/17/2025	ASSOCIATED STAFFING, INC.	\$12,959.21	1079
Five Points Bank	145097	11/17/2025	ARNOLD MOTOR COMPANY	\$167.59	1079
Five Points Bank	145096	11/17/2025	ARANT CREATIVE GROUP	\$700.00	1079
Five Points Bank	145095	11/17/2025	AMGL	\$25,350.00	1079
Five Points Bank	145094	11/17/2025	ALLO COMMUNICATIONS	\$6,890.97	1079
Five Points Bank	145093	11/17/2025	ALLENS B & R #32	\$425.64	1079
Five Points Bank	145092	11/17/2025	AIRGAS USA, LLC	\$85.63	1079
Five Points Bank	145091	11/17/2025	ADAMS, NICOLE M HHS	\$48.09	1079
Five Points Bank	145090	11/17/2025	ACT EDUCATION CORP	\$4,585.00	1079
Five Points Bank	145089	10/31/2025	PENNINGTON, DREW J	\$59.99	1073
Five Points Bank	145088	10/22/2025	WILLIAMSON, JERRY	\$33.32	1062
Five Points Bank	145087	10/22/2025	SILVER LAKE PUBLIC SCHOOLS	\$1,423.80	1062
<b>Total Checks</b>				<b>\$729,898.11</b>	
<b>ACH's</b>					
<b>Amazon</b>				<b>\$9,286.87</b>	
<b>Lunchtime Solutions</b>				<b>\$8,575.28</b>	
<b>Woodwards</b>				<b>\$2,607.40</b>	
<b>Woodwards - LF</b>				<b>\$1,400.00</b>	
<b>Lunchtime Solutions</b>				<b>\$815.08</b>	
<b>Omnify</b>				<b>\$404.00</b>	
<b>Lunchtime Solutions</b>				<b>\$10,457.00</b>	
<b>Computer Share QCP</b>				<b>\$6,296.82</b>	
<b>US Bank</b>				<b>\$17,551.47</b>	
<b>Total ACH's</b>				<b>\$57,393.92</b>	
<b>Total Payments</b>				<b>\$787,292.03</b>	

Bank Name	Check Number	Date	Payee	Amount	Type	Voucher #
Pinnacle Bank	17292	11/12/2025	WYATT, TOBIN	\$140.00	Expense	1082
Pinnacle Bank	17291	11/12/2025	W.G. PAULEY LUMBER COMPANY	\$1,915.56	Expense	1082
Pinnacle Bank	17290	11/12/2025	THE SCARECROW PUMPKIN PATCH	\$235.00	Expense	1082
Pinnacle Bank	17289	11/12/2025	THE ARCHWAY	\$330.00	Expense	1082
Pinnacle Bank	17288	11/12/2025	SOUTH CENTRAL EMS, LLC	\$1,935.00	Expense	1082
Pinnacle Bank	17287	11/12/2025	SMALL TOWN FAMOUS-	\$3,316.39	Expense	1082
Pinnacle Bank	17286	11/12/2025	Priestley, Erin	\$9.94	Expense	1082
Pinnacle Bank	17285	11/12/2025	NEBRASKA SOFTBALL ASSOC.	\$546.65	Expense	1082
Pinnacle Bank	17284	11/12/2025	MENARDS	\$136.44	Expense	1082
Pinnacle Bank	17283	11/12/2025	HENLEY, WILLIAM	\$120.00	Expense	1082
Pinnacle Bank	17282	11/12/2025	GRAND ISLAND PARKS AND REC	\$760.00	Expense	1082
Pinnacle Bank	17281	11/12/2025	GINW HIGH SCHOOL	\$220.00	Expense	1082
Pinnacle Bank	17280	11/12/2025	FUNKEY, MAX	\$150.00	Expense	1082
Pinnacle Bank	17279	11/12/2025	CECRLE, TAMARA SH	\$2,040.00	Expense	1082
Pinnacle Bank	17278	11/12/2025	CALLAHAN, KAREN N HA	\$112.89	Expense	1082
Pinnacle Bank	17277	11/12/2025	BRIONES, ERIK	\$100.00	Expense	1082
Pinnacle Bank	17276	11/12/2025	BAND SHOPPE	\$1,738.60	Expense	1082
Pinnacle Bank	17275	11/12/2025	ANDERSON, BEN	\$100.00	Expense	1082
Pinnacle Bank	17274	11/6/2025	WYHE'S CHOICE FUNDRAISING	\$1,774.50	Expense	1077
Pinnacle Bank	17273	11/6/2025	WEMBLY AUDIO SYSTEMS	\$550.00	Expense	1077
Pinnacle Bank	17272	11/6/2025	WELSCH, JENNIFER R	\$18.18	Expense	1077
Pinnacle Bank	17269	11/6/2025	VARSITY SPIRIT FASHIONS	\$745.55	Expense	1077
Pinnacle Bank	17268	11/6/2025	SOS PORTABLE TOILETS	\$880.00	Expense	1077
Pinnacle Bank	17267	11/6/2025	SHIRT SHACK- HASTINGS	\$259.00	Expense	1077
Pinnacle Bank	17266	11/6/2025	RUSS'S IGA	\$161.12	Expense	1077
Pinnacle Bank	17265	11/6/2025	RUBY, MEGAN	\$100.00	Expense	1077
Pinnacle Bank	17264	11/6/2025	PFEIL, CHRISTINA MS	\$498.48	Expense	1077
Pinnacle Bank	17263	11/6/2025	PENNINGTON, DREW J	\$30.00	Expense	1077
Pinnacle Bank	17262	11/6/2025	NORDBY, SHAWN	\$775.00	Expense	1077
Pinnacle Bank	17261	11/6/2025	NGUYEN, NANCY	\$100.00	Expense	1077
Pinnacle Bank	17260	11/6/2025	MILLARD SOUTH HIGH SCHOOL	\$200.00	Expense	1077
Pinnacle Bank	17259	11/6/2025	MILES, DEBORAH D MS	\$13.99	Expense	1077
Pinnacle Bank	17258	11/6/2025	MENARDS	\$135.40	Expense	1077
Pinnacle Bank	17257	11/6/2025	LOCHLAND COUNTRY CLUB	\$28.04	Expense	1077
Pinnacle Bank	17256	11/6/2025	LEWIS, TARA HMS	\$39.98	Expense	1077
Pinnacle Bank	17255	11/6/2025	LARSON, BELINDA	\$200.00	Expense	1077
Pinnacle Bank	17254	11/6/2025	KULLY PIPE & STEEL CO	\$1,324.22	Expense	1077
Pinnacle Bank	17253	11/6/2025	KLAMM, RICHARD W. JR.	\$397.50	Expense	1077
Pinnacle Bank	17252	11/6/2025	KIMLE, MICHELE MS	\$340.93	Expense	1077
Pinnacle Bank	17251	11/6/2025	KILE, GENA	\$260.00	Expense	1077
Pinnacle Bank	17250	11/6/2025	JORGENSEN, JENNA MS	\$8.03	Expense	1077
Pinnacle Bank	17249	11/6/2025	INK CREDIBLE INC.	\$1,030.00	Expense	1077
Pinnacle Bank	17248	11/6/2025	HINRICHS, SCOTT	\$180.00	Expense	1077
Pinnacle Bank	17247	11/6/2025	HENLEY, WILLIAM	\$100.00	Expense	1077
Pinnacle Bank	17246	11/6/2025	HELGOTHS PUMPKIN PATCH, LLC	\$320.00	Expense	1077
Pinnacle Bank	17245	11/6/2025	HAUFF MID-AMERICA SPORTS	\$70.78	Expense	1077
Pinnacle Bank	17244	11/6/2025	GRAND ISLAND PUBLIC SCHOOLS	\$150.00	Expense	1077
Pinnacle Bank	17243	11/6/2025	EILEENS COLOSSAL COOKIES, INC.	\$10.50	Expense	1077

Pinnacle Bank	17242	11/6/2025	EDMISTEN, SIERRA	\$100.00	Expense	1077
Pinnacle Bank	17241	11/6/2025	DOMINOS PIZZA - HASTINGS	\$25.22	Expense	1077
Pinnacle Bank	17240	11/6/2025	CITY OF HASTINGS - PARKS	\$1,650.00	Expense	1077
Pinnacle Bank	17239	11/6/2025	CERVENY, SOPHIE	\$130.00	Expense	1077
Pinnacle Bank	17238	11/6/2025	BV LAUNDRY AND TANNING, INC	\$899.25	Expense	1077
Pinnacle Bank	17237	11/6/2025	BRIONES, ERIK	\$100.00	Expense	1077
Pinnacle Bank	17236	11/6/2025	BIG G ACE	\$676.11	Expense	1077
Pinnacle Bank	17235	11/6/2025	ARNOLD MOTOR COMPANY	\$613.94	Expense	1077
Pinnacle Bank	17234	11/6/2025	ANDERSON, BENJAMIN JAY	\$100.00	Expense	1077
Pinnacle Bank	17233	11/6/2025	ALLENS B & R #32	\$63.98	Expense	1077
Pinnacle Bank	17232	10/31/2025	SHOEMAKER, EDWIN HHS	\$198.06	Expense	1072
Pinnacle Bank	17231	10/31/2025	REYNOLDS, JEANNE	\$885.00	Expense	1072
Pinnacle Bank	17230	10/31/2025	QUALITY EVENT RENTALS	\$1,599.65	Expense	1072
Pinnacle Bank	17229	10/31/2025	NSAA	\$349.67	Expense	1072
Pinnacle Bank	17228	10/31/2025	NICHOLS, DALLAS	\$337.50	Expense	1072
Pinnacle Bank	17227	10/31/2025	MUSIC THEATRE INTERNATIONAL	\$3,260.00	Expense	1072
Pinnacle Bank	17226	10/31/2025	KOLBET, LAURIE	\$315.00	Expense	1072
Pinnacle Bank	17225	10/31/2025	KLAMM, LINDA	\$1,218.75	Expense	1072
Pinnacle Bank	17224	10/31/2025	JOHNSEN, MOLLY	\$180.00	Expense	1072
Pinnacle Bank	17223	10/31/2025	HOLLISTER, SHARON L.	\$457.50	Expense	1072
Pinnacle Bank	17222	10/31/2025	HOLLISTER, DOUG	\$660.00	Expense	1072
Pinnacle Bank	17221	10/31/2025	HOLIDAY INN EXPRESS - HASTINGS	\$143.45	Expense	1072
Pinnacle Bank	17220	10/31/2025	GRAND ISLAND SENIOR HIGH	\$150.00	Expense	1072
Pinnacle Bank	17219	10/31/2025	DWYER, LAURA J HHS	\$438.75	Expense	1072
Pinnacle Bank	17218	10/31/2025	DRAKE, LINDSEY	\$536.25	Expense	1072
Pinnacle Bank	17217	10/31/2025	CUSTOM SPORTS	\$600.00	Expense	1072
Pinnacle Bank	17216	10/31/2025	CHRISTENSEN, ZACHARY	\$42.50	Expense	1072
Pinnacle Bank	17215	10/31/2025	BIG G ACE	\$200.00	Expense	1072
Pinnacle Bank	17214	10/31/2025	BECKENHAUER, WILLIAM	\$382.50	Expense	1072
Pinnacle Bank	17213	10/31/2025	AWARDS UNLIMITED, INC	\$1,305.08	Expense	1072
Pinnacle Bank	17212	10/23/2025	ZABEL, BRODY	\$140.00	Expense	1067
Pinnacle Bank	17211	10/23/2025	WOEPEL, ED	\$140.00	Expense	1067
Pinnacle Bank	17210	10/23/2025	WILTFONG, CARSON	\$140.00	Expense	1067
Pinnacle Bank	17209	10/23/2025	WATERS, KAYLYNN	\$143.50	Expense	1067
Pinnacle Bank	17208	10/23/2025	THOMSEN, ZANE	\$37.50	Expense	1067
Pinnacle Bank	17207	10/23/2025	TAYLOR, KAEDEN	\$1,560.00	Expense	1067
Pinnacle Bank	17206	10/23/2025	SCHARFF, CAMRYN	\$22.50	Expense	1067
Pinnacle Bank	17205	10/23/2025	SCHAEFER, MYRON	\$80.00	Expense	1067
Pinnacle Bank	17203	10/23/2025	OSTRANDER, SHELBY	\$1,100.00	Expense	1067
Pinnacle Bank	17202	10/23/2025	MILLARD WEST HIGH SCHOOL	\$20.00	Expense	1067
Pinnacle Bank	17201	10/23/2025	MENARDS	\$1,627.03	Expense	1067
Pinnacle Bank	17200	10/23/2025	MAU, TODD	\$160.00	Expense	1067
Pinnacle Bank	17199	10/23/2025	MANDL, ANTHONY	\$140.00	Expense	1067
Pinnacle Bank	17198	10/23/2025	LEACH, BRENNIN	\$155.00	Expense	1067
Pinnacle Bank	17197	10/23/2025	KASPER, PATRICIA	\$190.00	Expense	1067
Pinnacle Bank	17196	10/23/2025	KARNES CITY WIDE RENTALS	\$475.00	Expense	1067
Pinnacle Bank	17195	10/23/2025	ISLAND SUPPLY WELDING	\$358.55	Expense	1067
Pinnacle Bank	17194	10/23/2025	FAVINGER, BENTLEY	\$37.50	Expense	1067
Pinnacle Bank	17193	10/23/2025	FAJARDO, DELTA SH	\$44.12	Expense	1067

Pinnacle Bank	17192	10/23/2025	ENGBERG, SCOTT	\$80.00	Expense	1067
Pinnacle Bank	17191	10/23/2025	EILEENS COLOSSAL COOKIES, INC.	\$68.25	Expense	1067
Pinnacle Bank	17190	10/23/2025	DUFF, JEREMY	\$80.00	Expense	1067
Pinnacle Bank	17189	10/23/2025	DUANG, RVEI	\$37.50	Expense	1067
Pinnacle Bank	17188	10/23/2025	DRAKE, PEYTON	\$30.00	Expense	1067
Pinnacle Bank	17187	10/23/2025	DETAMORE, STEPHANIE MS	\$45.50	Expense	1067
Pinnacle Bank	17186	10/23/2025	CONSOLIDATED CONCRETE CO.	\$1,388.25	Expense	1067
Pinnacle Bank	17185	10/23/2025	COMPETITIVE EDGE	\$2,250.00	Expense	1067
Pinnacle Bank	17184	10/23/2025	COBLE, CATHY	\$190.00	Expense	1067
Pinnacle Bank	17183	10/23/2025	CHRISTENSEN, ZACHARY	\$37.50	Expense	1067
Pinnacle Bank	17182	10/23/2025	CAMPBELL, BRIANNA	\$100.00	Expense	1067
Pinnacle Bank	17181	10/23/2025	BREI, CAMERON	\$80.00	Expense	1067
Pinnacle Bank	17180	10/23/2025	BIG G ACE	\$900.75	Expense	1067
Pinnacle Bank	17179	10/23/2025	BECKSTROM, ALLISON	\$220.00	Expense	1067
Pinnacle Bank	17178	10/23/2025	ARNOLD MOTOR COMPANY	\$230.98	Expense	1067
Pinnacle Bank	17177	10/23/2025	ADAM, LYLA	\$154.08	Expense	1067
<b>Total Checks</b>				<b>\$54,689.34</b>		
ACH's						
Amazon				\$1,800.70		
US Bank				\$11,835.76		
<b>Total ACH's</b>				<b>\$13,636.46</b>		
<b>Total Payments</b>				<b>\$68,325.80</b>		

Bank Name	Check Number	Date	Payee
Five Points Bank	145408	12/15/2025	ZECKSER, BROOKE
Five Points Bank	145407	12/15/2025	YANDAS MUSIC
Five Points Bank	145406	12/15/2025	WORK ON LEARNING, INC
Five Points Bank	145405	12/15/2025	WOLFE, AMANDA
Five Points Bank	145404	12/15/2025	WEST MUSIC COMPANY
Five Points Bank	145403	12/15/2025	WABI SABI BEHAVIORAL HEALTH CENTER, LLC
Five Points Bank	145402	12/15/2025	W.G. PAULEY LUMBER COMPANY
Five Points Bank	145401	12/15/2025	VIAERO WIRELESS
Five Points Bank	145400	12/15/2025	VERIZON WIRELESS
Five Points Bank	145399	12/15/2025	UTECHT, JOANNA P
Five Points Bank	145398	12/15/2025	UNK ACADEMIC AD & CAREER DEVELOPMENT.
Five Points Bank	145397	12/15/2025	TODD VALLEY PLUMBING AND HEATING INC.
Five Points Bank	145396	12/15/2025	TIMECLOCK PLUS
Five Points Bank	145395	12/15/2025	SWEENEY, SHANNON
Five Points Bank	145394	12/15/2025	SUMMIT ACADEMY LLC
Five Points Bank	145393	12/15/2025	STUHR MUSEUM OF THE PRAIRIE PIONEER
Five Points Bank	145391	12/15/2025	STRAMPHER, SHARON
Five Points Bank	145390	12/15/2025	STRAATMANN, STONEY
Five Points Bank	145389	12/15/2025	STORY, STEPHANIE WA
Five Points Bank	145388	12/15/2025	STOKELY, KELSEY
Five Points Bank	145387	12/15/2025	STATE OF NEBRASKA -
Five Points Bank	145386	12/15/2025	STATE OF NEBRASKA
Five Points Bank	145385	12/15/2025	SOUTHWORTH, PAULA D.
Five Points Bank	145384	12/15/2025	SOLIANT HEALTH, LLC
Five Points Bank	145383	12/15/2025	Smith, Rachel
Five Points Bank	145382	12/15/2025	SLECHTA KRISTEN ADM
Five Points Bank	145381	12/15/2025	SKUTT CERAMIC PRODUCTS, INC.
Five Points Bank	145380	12/15/2025	SHRIVER, SHARON A.
Five Points Bank	145379	12/15/2025	SHERWIN-WILLIAMS CO
Five Points Bank	145378	12/15/2025	SERRANO, EUNICE
Five Points Bank	145377	12/15/2025	SCHOLASTIC, INC -
Five Points Bank	145376	12/15/2025	SAVVAS LEARNING COMPANY, LLC
Five Points Bank	145375	12/15/2025	RUTTS HEATING & AIR CONDITIONING INC
Five Points Bank	145374	12/15/2025	RUSS'S IGA
Five Points Bank	145373	12/15/2025	REIBER, LYNZEE N HA
Five Points Bank	145372	12/15/2025	READING WITH TLC
Five Points Bank	145371	12/15/2025	PROSOSKI, CHRISTOPHER
Five Points Bank	145370	12/15/2025	PROPIO LS LLC
Five Points Bank	145369	12/15/2025	POOH CORNER WEST
Five Points Bank	145368	12/15/2025	PLANK ROAD PUBLISHING
Five Points Bank	145367	12/15/2025	PHYS THERAPY & SPORT REHAB
Five Points Bank	145366	12/15/2025	PEPSI OF HASTINGS -
Five Points Bank	145365	12/15/2025	PENNINGTON, DREW J
Five Points Bank	145364	12/15/2025	PASTIME LANES
Five Points Bank	145363	12/15/2025	PARTS TOWN, LLC
Five Points Bank	145362	12/15/2025	OVERDRIVE, INC

Five Points Bank	145361	12/15/2025	NUTRIEN AG SOLUTIONS
Five Points Bank	145360	12/15/2025	NEBRASKA-IOWA IND FASTENER
Five Points Bank	145359	12/15/2025	NEBRASKA RURAL WATER ASSN.
Five Points Bank	145358	12/15/2025	NCS PEARSON, INC
Five Points Bank	145357	12/15/2025	NASB ALICAP
Five Points Bank	145356	12/15/2025	MIDWEST CONNECT
Five Points Bank	145355	12/15/2025	MENARDS
Five Points Bank	145354	12/15/2025	McConaghay, Darion
Five Points Bank	145353	12/15/2025	MAU, SHELLY HS
Five Points Bank	145352	12/15/2025	MACGILL & CO.
Five Points Bank	145351	12/15/2025	LITTLE STINGERS CHILD CARE
Five Points Bank	145350	12/15/2025	LINCOLN PUBLIC SCHOOLS -
Five Points Bank	145349	12/15/2025	LCL TRUCK EQUIPMENT, INC.
Five Points Bank	145348	12/15/2025	LARA, JASMIN
Five Points Bank	145347	12/15/2025	LAKESHORE LEARNING MATERIALS
Five Points Bank	145346	12/15/2025	KULLY PIPE & STEEL CO
Five Points Bank	145345	12/15/2025	KUEHN, BRENDA
Five Points Bank	145344	12/15/2025	KSB SCHOOL LAW, PC, LLO
Five Points Bank	145343	12/15/2025	KIMLE, MICHELE MS
Five Points Bank	145342	12/15/2025	KENESAW UNITED CHILD CARE COALITION
Five Points Bank	145341	12/15/2025	KELLY SUPPLY CO
Five Points Bank	145340	12/15/2025	KAUFFMAN, JODI LI
Five Points Bank	145339	12/15/2025	JOHNSON HARDWARE COMPANY
Five Points Bank	145338	12/15/2025	JACKSON GLASS
Five Points Bank	145337	12/15/2025	J W PEPPER & SONS INC.
Five Points Bank	145336	12/15/2025	ISLAND SUPPLY WELDING
Five Points Bank	145335	12/15/2025	INGRAM LIBRARY SERVICES
Five Points Bank	145334	12/15/2025	IMPLEMENTATION CONSULTING GROUP, LLC
Five Points Bank	145333	12/15/2025	IDEA BANK MARKETING
Five Points Bank	145332	12/15/2025	HUGH O'BRIEN YOUTH LEADERSHIP
Five Points Bank	145331	12/15/2025	Hoskinson, Dallie
Five Points Bank	145330	12/15/2025	HOMETOWN LEASING
Five Points Bank	145329	12/15/2025	HILLYARD/ DES MOINES
Five Points Bank	145328	12/15/2025	HERMAN, ART
Five Points Bank	145327	12/15/2025	HASTINGS UTILITIES
Five Points Bank	145326	12/15/2025	HASTINGS TRIBUNE
Five Points Bank	145325	12/15/2025	HASTINGS OUTDOOR POWER, LLC
Five Points Bank	145324	12/15/2025	HASTINGS ECONOMIC DEVELOPMENT CORPORATIO
Five Points Bank	145323	12/15/2025	HASTINGS EARLY CHILD DEVELOPMENT
Five Points Bank	145322	12/15/2025	HANSEN, DIANA
Five Points Bank	145321	12/15/2025	GYLL, MARY JANE
Five Points Bank	145320	12/15/2025	GUSTAVE A. LARSON COMPANY
Five Points Bank	145319	12/15/2025	GRUBE, JOCELYN KAE
Five Points Bank	145318	12/15/2025	GRAHAM TIRE - GI
Five Points Bank	145317	12/15/2025	GRACES LOCKSMITH SERVICE
Five Points Bank	145316	12/15/2025	GONZALES LEGON, DANIA A
Five Points Bank	145315	12/15/2025	GO PHYSICAL THERAPY, LLC

Five Points Bank	145314	12/15/2025	FRANZEN, LACEY HMS
Five Points Bank	145313	12/15/2025	FOLLETT CONTENT SOLUTIONS, LLC
Five Points Bank	145312	12/15/2025	FAMILY MEDICAL CENTER
Five Points Bank	145311	12/15/2025	EXPLORE LEARNING
Five Points Bank	145310	12/15/2025	EVERDRIVEN TECHNOLOGIES, LLC
Five Points Bank	145309	12/15/2025	EVANS, TANYA ADM
Five Points Bank	145308	12/15/2025	ESU COORDINATING COUNCIL
Five Points Bank	145307	12/15/2025	EMOTIONAL ABCs, INC.
Five Points Bank	145306	12/15/2025	EMBI TEC
Five Points Bank	145305	12/15/2025	ELECTRONIC SYSTEMS, INC.
Five Points Bank	145304	12/15/2025	EGAN SUPPLY COMPANY
Five Points Bank	145303	12/15/2025	EDGERTON EXPLORIT CENTER
Five Points Bank	145302	12/15/2025	ED SERV UNIT 9
Five Points Bank	145301	12/15/2025	ED SERV UNIT 10
Five Points Bank	145300	12/15/2025	ECHO ELECTRIC SUPPLY
Five Points Bank	145299	12/15/2025	EAKES OFFICE SOLUTIONS
Five Points Bank	145298	12/15/2025	EAGLE BUILDING SERVICES, LLC
Five Points Bank	145297	12/15/2025	DUTTON-LAINSON
Five Points Bank	145296	12/15/2025	DUFFY, JACLYN
Five Points Bank	145295	12/15/2025	DRESSMAN, TERESA
Five Points Bank	145294	12/15/2025	DOYLE, KAYTELYNN HMS
Five Points Bank	145293	12/15/2025	DIETZE MUSIC
Five Points Bank	145292	12/15/2025	DIAZ, EZPERANZA
Five Points Bank	145291	12/15/2025	DETAMORE, STEPHANIE MS
Five Points Bank	145290	12/15/2025	DEMCO, INC.
Five Points Bank	145289	12/15/2025	DAS STATE ACCOUNTING - CENTRAL FINANCE
Five Points Bank	145288	12/15/2025	CULLIGAN OF HASTINGS
Five Points Bank	145287	12/15/2025	CREECH, LANCE HS
Five Points Bank	145286	12/15/2025	CPI/COOPERATIVE PRODUCERS, INC
Five Points Bank	145285	12/15/2025	CORNHUSKER STATE INDUSTRIES
Five Points Bank	145284	12/15/2025	CORNHUSKER PRESS
Five Points Bank	145283	12/15/2025	CONSOLIDATED CONCRETE CO.
Five Points Bank	145282	12/15/2025	COMPUTER HARDWARE, INC
Five Points Bank	145281	12/15/2025	COMMUNICATIONS ENGINEERING
Five Points Bank	145280	12/15/2025	CITY OF HASTINGS SOLID WASTE DEPT.
Five Points Bank	145279	12/15/2025	CENTRAL NEBRASKA BOBCAT
Five Points Bank	145278	12/15/2025	CENTRAL COMMUNITY COLLEGE - HA
Five Points Bank	145277	12/15/2025	CARLSON, MICHELLE
Five Points Bank	145276	12/15/2025	CAREY'S PEST CONTROL
Five Points Bank	145275	12/15/2025	C4 OPERATIONS, LLC
Five Points Bank	145274	12/15/2025	BUSINESS WORLD PRODUCTS
Five Points Bank	145273	12/15/2025	BSN SPORTS, INC.
Five Points Bank	145272	12/15/2025	BRIGHTSIDE CHILD CARE CENTER LLC
Five Points Bank	145271	12/15/2025	BRANT, CHARLA AL
Five Points Bank	145270	12/15/2025	BLUE HILL EARLY LEARNING CENTER
Five Points Bank	145269	12/15/2025	BLOCK, VICKI
Five Points Bank	145268	12/15/2025	BIG G ACE

Five Points Bank	145267	12/15/2025	BIG DALLY'S DELI
Five Points Bank	145266	12/15/2025	BEYKE SIGNS
Five Points Bank	145265	12/15/2025	BELIKOVA-ERICKSON, IRINA LO
Five Points Bank	145264	12/15/2025	BARWICK, STEPHANIE MS
Five Points Bank	145263	12/15/2025	ASSOCIATED STAFFING, INC.
Five Points Bank	145262	12/15/2025	AMPLIFY
Five Points Bank	145261	12/15/2025	ALLO COMMUNICATIONS
Five Points Bank	145260	12/15/2025	ALLENS B & R #32
Five Points Bank	145259	12/15/2025	ADAMS COUNTY CLERK
Five Points Bank	145258	11/20/2025	VERIZON WIRELESS
Five Points Bank	145257	11/20/2025	STONEBROOK EXTERIOR
Five Points Bank	145256	11/20/2025	MARY LANNING HEALTH CARE
Five Points Bank	145255	11/20/2025	JULIAN, THERESA AD
Five Points Bank	145254	11/20/2025	CHAVEZ, JAZMIN G.
Five Points Bank	145253	11/20/2025	CASH
			Check Totals
			ACH's
			Omnify
			Woodwards
			Woodwards - LF
			Lunchtime Solutions
			Nebraska Department of Labor (EMP Ben Acct)
			Computershare - Bond Payment (QCP Acct)
			BOK Financial - Bond Payment (QCP & Bond Acct)
			US Bank
			Amazon
			Total ACH's
			Total Payments

Amount
\$250.00
\$2,344.29
\$590.00
\$32.76
\$388.32
\$10,846.93
\$31.28
\$485.44
\$2,566.36
\$121.41
\$175.00
\$2,890.00
\$10,820.00
\$11.90
\$36,000.00
\$288.00
\$189.98
\$1,500.00
\$64.78
\$3,362.00
\$115.00
\$30.00
\$1,148.60
\$32,648.00
\$1,500.00
\$364.00
\$475.61
\$1,173.00
\$129.96
\$70.56
\$206.25
\$417.96
\$6,428.61
\$1,338.37
\$7.97
\$329.67
\$314.83
\$19.14
\$3,902.00
\$667.25
\$14,047.45
\$573.56
\$344.24
\$1,286.00
\$3,086.15
\$750.00

\$118.80
\$522.04
\$200.00
\$786.15
\$3,274.00
\$4,868.35
\$1,293.65
\$18.57
\$42.85
\$80.95
\$4,835.00
\$611.09
\$116.28
\$44.00
\$260.22
\$362.71
\$28.44
\$1,788.00
\$42.20
\$2,758.00
\$357.49
\$37.84
\$1,996.72
\$14,447.06
\$78.99
\$145.79
\$1,773.46
\$11,250.00
\$856.00
\$1,625.00
\$1,500.00
\$9,866.04
\$63.99
\$27.86
\$58,679.78
\$250.00
\$19.00
\$25.00
\$4,600.00
\$142.80
\$250.00
\$1,871.76
\$250.00
\$314.00
\$7.50
\$428.45
\$47,837.05

\$228.60
\$181.04
\$215.00
\$3,295.00
\$2,278.00
\$965.17
\$2,723.22
\$348.00
\$272.00
\$750.50
\$1,635.16
\$891.00
\$44,090.50
\$39.39
\$2,163.89
\$1,626.69
\$15,375.36
\$6,215.89
\$250.00
\$250.00
\$75.60
\$499.50
\$280.00
\$5.88
\$27.36
\$317.87
\$72.65
\$683.20
\$9,842.91
\$1,410.00
\$3,035.65
\$408.72
\$1,480.95
\$4,146.00
\$33.75
\$280.00
\$300.00
\$2,635.92
\$1,083.00
\$383.50
\$284.54
\$229.98
\$3,720.00
\$116.89
\$1,430.00
\$280.00
\$798.89

\$482.28
\$77.00
\$151.37
\$184.80
\$19,706.05
\$190.00
\$7,012.09
\$409.43
\$2,938.80
\$210.28
\$6,219.52
\$3,960.00
\$215.60
\$66.00
\$500.00
\$485,065.90
\$408.00
\$2,400.00
\$1,400.00
\$504,813.56
\$146.07
\$48,725.28
\$2,111,806.65
\$21,447.25
\$4,915.47
\$2,696,062.28
\$3,181,128.18

Bank Name	Check Number	Date	Payee	Amount
Pinnacle Bank	17392	12/10/2025	YWCA ADAMS COUNTY-	\$855.00
Pinnacle Bank	17391	12/10/2025	X-GRAIN SPORTSWEAR	\$560.00
Pinnacle Bank	17390	12/10/2025	W.G. PAULEY LUMBER COMPANY	\$433.84
Pinnacle Bank	17389	12/10/2025	VILLAGE INN - C/O MATTHEW BRANDT	\$3,155.50
Pinnacle Bank	17388	12/10/2025	TUCKER, HANNAH R	\$36.34
Pinnacle Bank	17387	12/10/2025	STICKELS, TROY	\$70.00
Pinnacle Bank	17386	12/10/2025	SHIRT SHACK- HASTINGS	\$397.00
Pinnacle Bank	17385	12/10/2025	ROSNO, TODD	\$190.00
Pinnacle Bank	17384	12/10/2025	POSITIVE PROMOTIONS	\$127.55
Pinnacle Bank	17383	12/10/2025	PIERZINA, JASON	\$190.00
Pinnacle Bank	17382	12/10/2025	PATTERSON MEDICAL SUPPLY, INC	\$70.55
Pinnacle Bank	17381	12/10/2025	NIEDERKLEIN, KRISTA WA	\$72.30
Pinnacle Bank	17380	12/10/2025	MILLER, THOMAS	\$190.00
Pinnacle Bank	17379	12/10/2025	MENARDS	\$722.45
Pinnacle Bank	17378	12/10/2025	LINCOLN SOUTHEAST HIGH SCHOOL	\$250.00
Pinnacle Bank	17377	12/10/2025	KULLY PIPE & STEEL CO	\$1,085.08
Pinnacle Bank	17376	12/10/2025	HAYNES, GABRIEL A.	\$14.00
Pinnacle Bank	17375	12/10/2025	HARTMAN, ROD	\$190.00
Pinnacle Bank	17374	12/10/2025	GRIZZLY INDUSTRIAL INC	\$17.95
Pinnacle Bank	17373	12/10/2025	GAME ONE	\$1,901.31
Pinnacle Bank	17372	12/10/2025	FLINN, DYLAN HHS	\$14.00
Pinnacle Bank	17371	12/10/2025	ED SERV UNIT 9	\$25.00
Pinnacle Bank	17370	12/10/2025	Campos, Mary Ann	\$40.00
Pinnacle Bank	17369	12/10/2025	CAFFERTY, JASON	\$190.00
Pinnacle Bank	17368	12/10/2025	BSN SPORTS, INC.	\$964.51
Pinnacle Bank	17367	12/10/2025	BIG G ACE	\$416.06
Pinnacle Bank	17366	12/10/2025	ARNOLD MOTOR COMPANY	\$337.66
Pinnacle Bank	17365	12/4/2025	WAVERLY HIGH SCHOOL	\$1,554.00
Pinnacle Bank	17364	12/4/2025	WATSON CREATIVE LLC	\$7,000.00
Pinnacle Bank	17363	12/4/2025	WALNUT MIDDLE SCHOOL	\$175.00
Pinnacle Bank	17362	12/4/2025	WAHOO HIGH SCHOOL	\$600.00
Pinnacle Bank	17361	12/4/2025	W.G. PAULEY LUMBER COMPANY	\$1,757.53
Pinnacle Bank	17360	12/4/2025	TUCKER, HANNAH R	\$30.62
Pinnacle Bank	17359	12/4/2025	TROUDT, COLE	\$135.00
Pinnacle Bank	17358	12/4/2025	TEXAS ROADHOUSE	\$2,040.00
Pinnacle Bank	17357	12/4/2025	SMALL TOWN FAMOUS-	\$2,402.52
Pinnacle Bank	17356	12/4/2025	SHIRT SHACK- HASTINGS	\$325.50
Pinnacle Bank	17355	12/4/2025	SANDY CREEK HIGH SCHOOL	\$100.00
Pinnacle Bank	17354	12/4/2025	RUSS'S IGA	\$293.81
Pinnacle Bank	17353	12/4/2025	Royle-Benak, Sonia	\$1,500.00
Pinnacle Bank	17352	12/4/2025	RICKERT, CHRISTY HS	\$101.01
Pinnacle Bank	17351	12/4/2025	PFEIL, CHRISTINA MS	\$23.68
Pinnacle Bank	17350	12/4/2025	PEPSI OF HASTINGS -	\$1,052.60
Pinnacle Bank	17349	12/4/2025	O'REILLY AUTO PARTS	\$23.27
Pinnacle Bank	17348	12/4/2025	NEBRASKA CANCER SPECIALISTS	\$170.00
Pinnacle Bank	17347	12/4/2025	NE STATE BAND MASTERS ASSN.	\$40.00

Pinnacle Bank	17346	12/4/2025	NE CHORAL DIRECTORS	\$530.00
Pinnacle Bank	17345	12/4/2025	MILLARD SOUTH HIGH SCHOOL	\$642.50
Pinnacle Bank	17344	12/4/2025	MENARDS	\$4,419.26
Pinnacle Bank	17343	12/4/2025	MCPHERSON, SARA K	\$194.64
Pinnacle Bank	17342	12/4/2025	McCOOK HIGH SCHOOL	\$125.00
Pinnacle Bank	17341	12/4/2025	MAU, SHELLY HS	\$137.00
Pinnacle Bank	17340	12/4/2025	LUNCHTIME SOLUTIONS, INC	\$1,649.39
Pinnacle Bank	17339	12/4/2025	LINDBLAD, BRAD	\$135.00
Pinnacle Bank	17338	12/4/2025	LINCOLN SOUTHWEST HIGH SCHOOL	\$600.00
Pinnacle Bank	17337	12/4/2025	LIBERTY HARDWOODS INC	\$2,236.00
Pinnacle Bank	17336	12/4/2025	LANGUAGE AND FRIENDSHIP	\$5,578.00
Pinnacle Bank	17335	12/4/2025	KULLY PIPE & STEEL CO	\$1,324.22
Pinnacle Bank	17334	12/4/2025	JORGENSEN, JENNA MS	\$70.55
Pinnacle Bank	17333	12/4/2025	ISLAND SUPPLY WELDING	\$678.90
Pinnacle Bank	17332	12/4/2025	INK CREDIBLE INC.	\$823.75
Pinnacle Bank	17331	12/4/2025	HORTON, BRITTANY R	\$144.38
Pinnacle Bank	17330	12/4/2025	HOLDREGE PUBLIC SCHOOL	\$100.00
Pinnacle Bank	17329	12/4/2025	HAUFF MID-AMERICA SPORTS	\$151.82
Pinnacle Bank	17328	12/4/2025	HASTINGS PUBLIC SCHOOLS FOUNDATION	\$14.86
Pinnacle Bank	17327	12/4/2025	HASTINGS PUBLIC SCHOOLS	\$6,474.52
Pinnacle Bank	17326	12/4/2025	Gruhn, Matt	\$100.00
Pinnacle Bank	17325	12/4/2025	GLENWOOD HIGH SCHOOL	\$275.00
Pinnacle Bank	17324	12/4/2025	Fort Calhoun High School	\$185.00
Pinnacle Bank	17323	12/4/2025	ENGBERG, SCOTT	\$270.00
Pinnacle Bank	17322	12/4/2025	EILEENS COLOSSAL COOKIES, INC.	\$178.50
Pinnacle Bank	17321	12/4/2025	DOUBLE TREE HILTON	\$937.50
Pinnacle Bank	17320	12/4/2025	DIGNITY DESIGNS	\$156.00
Pinnacle Bank	17319	12/4/2025	COZAD HIGH SCHOOLS	\$225.00
Pinnacle Bank	17318	12/4/2025	BRIONES, ERIK	\$110.00
Pinnacle Bank	17317	12/4/2025	BIG G ACE	\$184.26
Pinnacle Bank	17316	12/4/2025	BELLEVUE WEST HIGH SCHOOL	\$250.00
Pinnacle Bank	17315	12/4/2025	BARWICK, STEPHANIE MS	\$528.24
Pinnacle Bank	17314	12/4/2025	ATWATER, LORRAINE M MS	\$21.39
Pinnacle Bank	17313	12/4/2025	ARNOLD MOTOR COMPANY	\$690.30
Pinnacle Bank	17312	12/4/2025	Ansbach, Kylie	\$37.54
Pinnacle Bank	17311	12/4/2025	ANDERSON, BENJAMIN JAY	\$200.00
Pinnacle Bank	17310	12/4/2025	ALLENS B & R #32	\$175.85
Pinnacle Bank	17309	12/4/2025	ADAM, LYLA	\$89.32
Pinnacle Bank	17308	11/20/2025	WYHE'S CHOICE FUNDRAISING	\$3,296.50
Pinnacle Bank	17307	11/20/2025	W.G. PAULEY LUMBER COMPANY	\$1,121.02
Pinnacle Bank	17306	11/20/2025	UNIVERSITY OF NEBRASKA QUIZ BOWL	\$75.00
Pinnacle Bank	17305	11/20/2025	SOUTH CENTRAL EMS, LLC	\$4,545.00
Pinnacle Bank	17304	11/20/2025	SMALL TOWN FAMOUS-	\$1,794.10
Pinnacle Bank	17302	11/20/2025	MORRISON CANCER CENTER	\$170.00
Pinnacle Bank	17300	11/20/2025	LINDEN, JEFFERY HHS	\$435.40
Pinnacle Bank	17299	11/20/2025	LINCOLN ELEMENTARY PTO	\$444.90
Pinnacle Bank	17298	11/20/2025	HASTINGS PUBLIC SCHOOLS	\$36.80

Pinnacle Bank	17297	11/20/2025	GUESWELL, MARK	\$227.51
Pinnacle Bank	17296	11/20/2025	DETAMORE, STEPHANIE MS	\$23.80
Pinnacle Bank	17295	11/20/2025	BSN SPORTS, INC.	\$4,054.68
Pinnacle Bank	17294	11/20/2025	BRIONES, ERIK	\$110.00
Pinnacle Bank	17293	11/20/2025	BIG G ACE	\$2,427.28
			<b>Total Checks</b>	<b>\$81,246.32</b>
			ACH's	
			Amazon	\$5,677.80
			US Bank	\$7,617.39
			US Bank	\$19,017.42
			<b>Total ACH's</b>	<b>\$32,312.61</b>
			<b>Total Payments</b>	<b>\$113,558.93</b>

## 3000 Series I N D E X

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3001	Budget and Property Tax Request
3002	Deposits
3003	Bidding for Construction, Remodeling, Repair or Site Improvement
3003.1	Bidding for Construction, Remodeling, Repair or Related Projects Financed with Federal Funds
3004	General Purchasing and Procurement
3004.1	Fiscal Management for Purchasing and Procurement Using Federal Funds
3005	School Activities Fund
3006	Intentionally Left Blank
3007	Review of Bills
3008	Gifts, Grants and Bequests
3009	Audit
3010	Insurance
3011	[Intentionally Left Blank]
3012	School Meal Program and Meal Charges
3013	Emergency Closings
3014	Use of School Property
3015	Time Away from School Activities
3016	Smoking
3017	Official Communication with the Public
3018	Denial of Access to School Premises
3019	Sale or Disposal of School Property
3020	Copyright Compliance
3021	Operation of School Business Office
3022	Volunteers

- 3023 Record Management and Retention
- 3024 Booster Clubs and PTO Policy
- 3025 Returned and Outstanding Checks
- 3026 Handbooks
- 3027 Resolution of Conflicts Between Parent of School Issues
- 3028 Sex Offenders
- 3029 Distribution of Flyers Advertising Non-school Issues
- 3030 Automatic External Defibrillator Program
- 3031 Students Electing to Attend School in Adjoining State
- 3032 Copying Fees for School District Records
- 3033 [Intentionally Left Blank]
- 3034 [Intentionally Left Blank]
- 3035 Chain of Command
- 3036 Purchasing (Credit) Card Program
- 3037 Petty Cash Policy
- 3038 [Intentionally Left Blank]
- 3039 Threat Assessment and Response
- 3040 School Safety and Security
- 3041 Crisis Team Duties
- 3042 Construction Management at Risk Contracts
- 3043 Design-Build Contracts
- 3044 Incidental or De Minimis Use of Public Resources
- 3045 Use of Sniffer Dogs
- 3046 Animals at School
- 3047 Data Breach Response
- 3048 Communicable Disease
- 3049 Drones and Unmanned Aircraft
- 3050 Technology in the Classroom
- 3051 Emergency Administration of Naloxone
- 3052 Leasing Personal Property
- 3053 Nondiscrimination

- 3054 Law Enforcement Unit
- 3055 School Resource Officers
- 3056 Guest Speakers
- 3057 Title IX
- 3058 Naming School District Facilities and Property
- 3059 Audio and Video Recording
- 3060 Firearms and Weapons for Non-Students

## **3001 Budget and Property Tax Request**

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

### **BUDGET PROCEDURES**

**Proposed Budget.** The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

**Budget Hearing Notice.** Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

**Budget Hearing.** The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

**Budget Hearing Documents.** The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

**Budget Adoption.** After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

**Certification and Filing.** The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

**Purchase Authorization.** Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

**Monthly Report.** At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

#### **PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

**Property Tax Request Hearing Notice.** The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

**Increase in Total Property Taxes Levied.** If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

**Decrease or No Change in Total Property Taxes Levied.** If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

**PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER  
THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

**Property Tax Request Hearing Notice.** Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

**Provide Information to County Clerk.** Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5<sup>th</sup>: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3002 Deposits**

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding **\$7,500** shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3003**

### **Bidding for Construction, Remodeling, Repair, or Site Improvement**

#### **I. Applicability of this policy.**

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

#### **II. Projects with an Estimated Cost of Less than \$136,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$136,000 they must follow the formal procedures outlined in this policy.

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$144,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

E. Any or all bids may be rejected if there is a sound documented reason

F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3003.1**  
**Bidding for Construction, Remodeling, Repair, or Related Projects**  
**Financed with Federal Funds**

**I. Applicability of the Policy**

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

**II. All projects undertaken pursuant to this policy will be subject to the following bond requirements**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **III. Construction Projects with an Anticipated Cost of Under \$250,000**

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

The type of procedures required depends on the anticipated cost of the project.

##### **1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)**

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

##### **2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Simplified Acquisition Procedures)**

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

**B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an

anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$250,000**

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
  - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
  - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

#### B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

#### C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid

that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

## **V. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

### **C. Full and Open Competition**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

## D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

## E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

## F. Record Keeping

### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and

§§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

## **VI. Conflict of Interest and Code of Conduct**

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
  - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
  - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
  - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

### C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

### D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, board members, or agents of the District at the board's discretion.

## **VII. Financial Management**

### A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and

number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

#### B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

#### C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

#### D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

#### E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

#### F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

#### G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

#### H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program

income.

#### I. 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 non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity'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 [subpart E \(Cost Principles\) of this part](#);
- (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 this part, as applicable.

#### J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

### **VIII. Other Contract Matters.**

#### A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

### C. Record Keeping

#### 1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and § 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

**II. General Purchasing Policy**

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

**III. Building-Specific Purchasing**

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### IV. **Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than **the second Monday prior to the next work session board meeting**. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3004.1**  
**Fiscal Management for Purchasing and Procurement Using Federal Funds**

**I. Applicability of Policy**

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

## **B. Methods of Purchasing**

The type of purchase procedures required depends on the cost of the item(s) being purchased.

### **1. Purchases up to \$10,000 (Micro-Purchases)**

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

### **2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition Procedures)**

Simplified acquisitions are purchases that, in the aggregate amount, are more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over \$250,000, the district will retain an explanation for that decision.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

#### 4. **Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

#### 5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

#### **C. Use of Purchase (Debit & Credit) Cards**

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

#### **D. Federal Procurement System Standards**

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

#### **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

#### **F. Settlements of Issues Arising Out of Procurements**

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

### **III. Conflict of Interest and Code of Conduct**

**A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.**

**B. Purchases covered by this policy are subject to the following additional provisions.**

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

### **C. Favors and Gifts**

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

### **D. Enforcement**

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

## **C. Inventory Records**

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;

4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

#### **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

#### **E. Maintenance**

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

#### **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

#### **H. Disposal of Equipment**

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

#### **I. Equipment Retention**

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

#### **J. Equipment and Capital Expenditures**

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

#### **K. Depreciation**

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

#### **L. Reporting and Recording Federal Property Interest**

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

#### **V. Financial Management**

### **A. Identification**

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

### **B. Financial Reporting**

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

### **C. Accounting Records**

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

### **D. Internal Controls**

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

### **E. Budget Control**

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

### **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

#### **G. Allowability of Costs**

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

Commented [1]: 2 CFR Part 200, Subpart E

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

#### **H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching**

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

### **I. 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 non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity'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 subpart E (Cost Principles) of this part;
- (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 this part, as applicable.

### **J. Documentation of Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee’s salary or wages among specific activities or costs objectives.

#### **B. Time and Effort Procedures**

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

#### **C. Fringe Benefits**

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

#### **D. Leave**

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

#### **E. Unexpected or Extraordinary Circumstances**

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

## **F. Documentation for Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VII. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

**Buy American.** The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

### **C. Record Keeping**

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

**D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3005**  
**School Activities Fund**

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. The school activities fund is a school district account. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the board may choose. Funds left in a graduating class's account may be transferred into any other school account at any time after graduation upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3007**  
**Review of Bills**

The president of the board of education shall appoint a board member or committee of the board to meet with the superintendent or designee each month to review all bills that are to be presented to the board for payment. The board member or committee shall report its recommendations to the board.

Adopted on: 12-15-2-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3008**  
**Gifts, Grants and Bequests**

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of **\$10,000 or less**. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3009  
Audit**

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3010**  
**Insurance**

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3012**

### **School Meal Program and Meal Charges**

**Meal Program.** The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Families may apply for free or reduced-price school meals at any time during the school year.

**Payment Options.** Families may pay for school lunches using cash, check, credit card, or ACH payment. Electronic or e-fund payments are also available through a link on the school district's website.

**Meal Charge Policy.** The district will notify students and their families of the policy for charged meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

If a student has no funds available to pay for a meal, the student will be provided and charged for the meal.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a

meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

### **Collection of Delinquent Meal Charge Debt**

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3013**  
**Emergency Closings**

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3014**  
**Use of School Property**

**1. Use of Specific Facilities by Application and Agreement**

- a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: track. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
- b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
- c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

**2. General Facilities Use Guidelines**

- a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
- b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
- c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
- d. Only those organizations and persons who are known to school

officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.

- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

### **3. Definitions**

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.

- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

#### **4. Use of School Property by Student Groups**

##### a. Curriculum-related and Extracurricular student groups

- i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
- ii.) The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
- iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.

##### b. Non-curriculum related student groups

- i.) Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
  - (1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
  - (2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
- ii.) Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

- iii.) Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
- iv.) Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
  - (1) The facility use will occur during non-instructional time.
  - (2) The district has facilities available to accommodate the group.
  - (3) The use is voluntary and for the general benefit of the student participants.
  - (4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

## **5. Use of Facilities by Non-student Groups**

- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - i.) The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - ii.) Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

- iii.) Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

## **6. Denial of access**

- a. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
- b. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
- c. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
- d. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

## **7. Proof of Insurance**

- a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.

- b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

## **8. No Fees for Admission**

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3015**  
**Time Away From School Activities**

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent. All practices must end by 6:00 p.m. on Wednesday nights.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**"Option A"**

**3016**

**Smoking and Related Products**

Smoking, including the possession or use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

**"Option B"**

**3016**

**Smoking and Related Products**

The use or possession of any smoking or tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

**"Option C"**

**3016**

**Smoking and Related Products**

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is permitted by non-students on school property only in specifically designated areas.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3017**  
**Official Communication with the Public**

Only individuals who have prior administrative approval may issue press releases or other official communication regarding school-related activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3018**

### **Denial of Access to School Premises or Activities**

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well-being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3019**  
**Sale or Disposal of School Property**

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3020 Copyright Compliance**

**Restrictions on Use and Permission.** Copyrighted works such as print, audio, video, software, applications, and other documents or media (“works”) may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

**Distribution of Copyright Compliance Materials.** The district will make information available to staff and students which describes and promotes compliance with copyright laws.

**Course Materials Subject to Copyright Protection.** The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

**Copies for Individuals with Disabilities.** This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

**Removal of Unauthorized Copyrighted Works.** Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

**Violations by Students and Staff.** Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3021**  
**Operation of School Business Office**

The District Offices of the school district shall generally be open for business from 7:30 a.m. to 4:30 p.m. every weekday except for New Year's Day, Good Friday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas Day. The District Offices shall generally be open, even on days when school is cancelled due to inclement weather, and only essential personnel will work as needed during this time. The Superintendent shall be responsible for ensuring that the District Offices are appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the District Offices.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3022 Volunteers**

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3023 Record Management and Retention**

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

### **Special Rules Related to Electronic Forms of Communication.**

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

**School-affiliated Social Media Posts.** Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

**Special Rules Related to Security Camera Footage.** Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable

information will be maintained by the school district pursuant to its policy on student records.

**Student Records.** The retention of student records is also governed by the board's policy on student records.

**Records Regarding Pending or Threatened Litigation.** When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

**Federal Award Records.** The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3024

### **Booster Clubs and Parent-Teacher Organizations**

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

1. The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
2. The Supporting Entity should require that
  - a. all checks written out of the Supporting Entity's checking account contain two signatures;
  - b. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
  - c. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3025**  
**Returned and Outstanding Checks**

**Returned Checks.** Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the **returned check charge**. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

**Outstanding Checks.** The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3026  
Handbooks**

The school district’s handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. The district’s handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the board may approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

None of the district’s handbooks creates a “contract” between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### **3027**

## **Resolution of Conflicts Between Parents Over School Issues**

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

#### **1. Obtaining Records and Conferring with Teachers.**

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

#### **2. Accessing a Child at School/Picking Up a Child.**

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3028**  
**Sex Offenders**

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3029**  
**Distribution of Flyers Advertising Non-School Organization**  
**Activities**

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3030 Automatic External Defibrillator (AED) Program**

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

### **1. Equipment**

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

### **2. Program Coordinator**

a. The School District's AED Program Coordinator is **Angela Consbruck**. (Insert the name of the position: i.e., the superintendent of schools, the school nurse, etc.)

b. The Program Coordinator shall:

i. Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED

ii. Select employees for AED training

- iii. Arrange for appropriate training of anticipated users at least annually
- iv. Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- v. Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- vi. Maintain on file a specification sheet on each approved AED model
- vii. Monitor the effectiveness of this system
- viii. Communicate with medical director on issues related to medical emergency response program including post-event reviews
- ix. Coordinate with the local fire department and police department
- x. Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

### 3. Medical Oversight

- a. The medical advisor of the AED program is **Curtis Reimer**, MD.
- b. The medical advisor has ongoing responsibility for:
  - i. Providing medical direction for use of AEDs
  - ii. Writing a prescription for AEDs
  - iii. Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation

- iv. Evaluation of post-event review forms and digital files downloaded from the AED

#### 4. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3031**  
**Students Electing to Attend School in Adjoining State**

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exceptions to this policy only upon a showing by the student’s family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district’s financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3032 Fees for School District Records**

Requests for school district records shall be subject to applicable fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 25 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 25 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 25 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 25 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Deposit.** The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### 3035

#### Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. The following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	<ol style="list-style-type: none"><li>1. Classroom Teacher</li><li>2. Assistant Principal (If applicable)</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Instruction or Curriculum:</b>	<ol style="list-style-type: none"><li>1. Teacher</li><li>2. Principal</li><li>3. Director of Learning</li><li>4. Superintendent</li></ol>
<b>Transportation:</b>	<ol style="list-style-type: none"><li>1. Bus Driver</li><li>2. Transportation Supervisor</li><li>3. Director of Human Resources &amp; Operations</li><li>3. Superintendent</li></ol>
<b>Facilities, Grounds, or Maintenance:</b>	<ol style="list-style-type: none"><li>1. Custodial Staff</li><li>2. Head Custodian</li><li>3. Maintenance Supervisor</li><li>4. Director of Technology &amp; Operations</li><li>5. Superintendent</li></ol>
<b>Policy or Handbook:</b>	<ol style="list-style-type: none"><li>1. Principal</li><li>2. Appropriate Director (If applicable)</li><li>3. Superintendent</li></ol>
<b>Athletics:</b>	<ol style="list-style-type: none"><li>1. Coach/Sponsor</li><li>2. Athletic/Activities Director</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Personnel:</b>	<ol style="list-style-type: none"><li>1. Employee in question</li><li>2. Principal</li></ol>

	<ul style="list-style-type: none"> <li>3. Director of Human Resources &amp; Operations</li> <li>4. Superintendent</li> </ul>
<b>Special Education</b>	<ul style="list-style-type: none"> <li>1. Special Education Teacher</li> <li>2. Principal</li> <li>3. Director of Student Services</li> <li>4. Superintendent</li> </ul>
<b>All Other Matters</b>	<ul style="list-style-type: none"> <li>1. Building Principal</li> <li>2. Superintendent</li> </ul>

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, email, or telephone conversation. Email addresses and phone numbers can be found on the school district's website.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3036 Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and expenditures approved by the administration. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$10,000.

**Unauthorized Purchases.** In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: administration, head maintenance, and office staff. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

**Documentation.** Employees making a purchasing card purchase must submit an itemized receipt *and* a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. **A non-itemized credit card receipt alone is not sufficient.** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

**Reward Points or Rebates.** Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

**Purchase Review Procedures.** The superintendent, or his or her designee, and **bookkeeper** will conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3037 Petty Cash**

The elementary school, middle school, high school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

**Fund Custodians.** The amount of each fund will not exceed \$500. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	Office Staff
Middle School:	Office Staff
High School:	Office Staff
District Office:	Office Staff

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

**Documentation.** All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

**Unauthorized Purchases.** In no event shall the petty cash fund be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Purchase Review Procedures.** The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her

designee shall provide the board at each regular meeting with petty cash fund documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

**Reconciliation and Closeout.** Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (June 30<sup>th</sup>). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meeting as determined by the board.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3039

### Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### 1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
  - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
  - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
  - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
  - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
  - ii. The threat assessment process is distinct from specialized instruction which a student with a

disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

## **2. Obligation to Report Threatening Statements or Behaviors.**

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

## **3. Threat Assessment Team**

The threat assessment team (team) shall consist of the administration, school counselors, school community liaisons, school psychologist, ESU 9, & local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

#### **4. Threat Assessment Investigation and Response**

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

#### **5. Communication with the Public about Reported Threats**

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

**6. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3040 School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

### **I. General Safety and Security**

#### **a. NDE Rubric**

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

#### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

#### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

#### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, any new memorials may not

be displayed anywhere on school premises from the inception of this policy.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

### **b. Compliance with Fire and Safety Codes**

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

### **c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing

the standardized audit protocol adopted by the Nebraska Department of Education.

**d. Mutual Aid Agreements**

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

**III. Building Principals' Duties Related to Safety and Security**

**a. Positive and Safe Learning Environment**

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

**b. Visitor Protocol.**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

**c. Emergency Drills**

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3041 Crisis Team Duties**

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

### **1. Membership on and Chair of Team**

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

### **2. Meetings of the Crisis Team**

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real-world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

### **3. School Self-Assessment**

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

### **4. All-Hazard School Safety Plan**

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the

School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

## **5. Standard Response Protocol (SRP)**

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

## **6. Consultation With Building Principals**

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

## **7. Consultation with Threat Assessment Team**

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

## **8. Review of Training**

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

## **9. Communication with School Community and Stakeholders**

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

## **10. Communication with the Board of Education**

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's report at a regular board meeting.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3042

### Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

#### **Definitions.** For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Hastings Public Schools.

#### **Procedures.**

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
  1. The identity of the school district for which the project will be built and the school district that will execute the contract;
  2. Policies adopted by the school district pursuant to the Act;
  3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
  4. Any bonds and insurance required by law or as may be additionally required by the school district;
  5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
  6. The criteria for evaluation of proposals and the relative weight of each criterion; and
  7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the

construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

(1) The financial resources of the construction manager to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up**

**to thirty percent);**

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent);**
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent);** and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent).**

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
  - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
  - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any,

and may enter into a construction management at risk contract after negotiations.

- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
  - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
    - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
    - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
  - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be

clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the

administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

**Prohibitions.** The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3043**  
**Design-Build Contracts**

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

- I. **Definitions.** For purposes of this policy:
- A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.
  - B. **Board** means the District's Board of Education.
  - C. **Department** means the Nebraska Department of Education.
  - D. **Design-Build Contract** (D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
  - E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.
  - F. **District** means Hastings Public Schools.
  - G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.
  - H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.
  - I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
  - J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development

requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

- K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.
- L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;
- M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;
- N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

- A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

- A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.
  - 1. **Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:
    - a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
  - c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.
2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:
- a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
    - i. A general description of the project;
    - ii. How interested firms can apply for consideration by the District; and
    - iii. The date by which individuals or firms must submit their statements of qualifications; and
    - iv. A statement that any individual or firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
  - b. To apply to be the District's PCD, applicants must submit a current statement of qualifications to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
  - c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an

applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it in accordance with its terms.

- d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.
- e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.

**B. Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

1. **Prohibition Against Contingent Fees.** The contract between the District and the PCD must contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee

working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

**C. Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

**D. Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

**E. Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

**F.** The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as PCD.

**G.** The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

#### IV. **Pre-Qualifying Design-Builders**

- A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request shall:
1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest.
  2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
  3. Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the Design-Builder could perform it in accordance with its terms.

#### V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

- A. The identity of the District for which the project will be built and the District that will execute the design-build contract;
- B. A copy of this Design-Build Contact Policy and all other policies related to the D-B Contract;
- C. The proposed terms and conditions of the D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The

proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
  - 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
  - 2. At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
  - 3. The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
  - 4. A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
  - 5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening proposals, the District shall cause a Notice of RFP to be:

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent directly to the prequalified Design-Builders only.

VII. **Preparing and Submitting Proposals**

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

VIII. **Evaluating Proposals**

- A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:
  - 1. One or more members of the Board;
  - 2. One or more members of the District's administration or staff;
  - 3. The PCD;
  - 4. Any person having special expertise relevant to selection of a Design-Builder or construction manager under the Act; and
  - 5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the District or the PCD.

- C. The District shall refer the Proposals for recommendation to the selection committee.

- D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
1. The financial resources of the design-builder to complete the project **(ten percent)**;
  2. The ability of the proposed personnel of the design-builder to perform **(twenty percent)**;
  3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(twenty percent)**;
  4. The quality of performance on previous projects **(twenty percent)**;
  5. The ability of the design-builder to perform within the time specified **(fifteen percent)**;
  6. The previous and existing compliance of the design-builder with laws relating to the contract **(ten percent)**; and
  7. Such other information as may be secured having a bearing on the selection **(five percent)**.
- E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.
- F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

**IX. Negotiating a Design-Build Contract**

- A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor
- C. If the District is unable to negotiate a satisfactory D-B Contract with the highest ranked Design-Builder, the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a D-B Contract after negotiations.

- D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.
- E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.
- F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the Department.

**X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts**

- A. **Definitions.** For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:
  - 1. **Interested party** shall mean an actual or prospective Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective Design-Builder.
  - 2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and award.
- B. **Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:
  - 1. The name and address of the interested party;
  - 2. Appropriate identification of the relevant solicitation, and if a Proposal has been opened, its number, and date of opening;

3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
- D. **Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The Board shall consider the Decision of the

Superintendent and shall make the final decision on the protest. The Board's decision shall be final.

XI. **Refinements and Changes.** A D-B Contract may be conditioned upon later refinements in scope and price and may permit the District in agreement with the Design-Builder to make changes in the project without invalidating the D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria.** Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. **Projects Excluded.** The District shall not use a Design-Build Contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3044

### **Incidental or De Minimis Use of Public Resources**

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3045 Use of Sniffer Dogs**

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

### **Protocol for Use of Sniffer Dogs**

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over

to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

### **NOTICE TO STUDENTS AND STAFF**

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3046 Animals at Schools**

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

### **III. THERAPY ANIMALS**

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3047 Data Breach Response**

### **I. Preparation**

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

#### **A. Data Governance**

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Approved vendors/contractors that have access to personal information or personally identifiable information,
4. Staff members with access to district devices,
5. Staff members with active usernames and passwords for any district software.

#### **B. New Devices and Software**

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

### **II. Incident Response Plan**

#### **A. Assessment and Investigation**

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

2. The District will contact its cyber or relevant data breach insurance provider in the event of a suspected breach.
3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.
4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

**B. Notification of Affected Individuals**

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

**C. Notification of Law Enforcement and Outside Organizations**

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3048 Communicable Disease**

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

**Communicable Diseases.** Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

**School Attendance and Participation in School Sponsored Activities.** A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

**Infection and Exposure Control Procedures/Universal Precautions.** The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

**Confidentiality.** The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

**Staff Training.** Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

**Reporting.** School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3049**  
**Drones and Unmanned Aircraft**

Drones, Unmanned Aircraft Systems, and any other such vehicles (“drones”), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system’s operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3050 Technology in the Classroom**

### **I. In General**

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

### **II. Devices**

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

- C. Any classroom recordings made by a staff member will be made pursuant to district policy.

### III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

- C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3051 Opioid Overdose Prevention and Response**

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, 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.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3052**  
**Leasing Personal Property**

**I. Leases of Personal Property by the District**

**A. Applicability of this policy.**

Leases of personal property using any federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

**B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than **\$5,000**, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than **\$10,000****

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than **\$10,000** is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than **30 days**. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided

however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

**B. Personal Property Valued in Excess of \$10,000**

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$10,000 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district's Title IX, Section 504, or ADA Coordinator.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3055 School Resource Officers**

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

**Employer.** The SRO or security guard are employees of the law enforcement agency or security agency.

**Required Training.** Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

**Prosecution Referral Records.** The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

**Parent or Guardian Notification.** School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

**Rights Advisement.** School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

**Referral to Law Enforcement for Prosecution.** The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

**Restraint and Seclusion.** The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

**Filing and Posting the MOU.** The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1<sup>st</sup> of each year.

**Complaint Process.** Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3056 Guest Speakers**

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

**Classroom or School-Sponsored Activity Guest Speakers.** Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least      days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least      days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

**Assembly Speakers.** Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least      days prior to the proposed appearance and the speaker submitted materials upon receipt.

**Request Consideration.** The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

**Controversial Issues.** If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least        days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

**Other Requirements.** The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**3057**  
**Title IX Policy**

As required by Title IX of the Education Amendments of 1972, it is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3058**

### **Naming School Facilities and Property**

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

**Authority.** The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

**Definition.** "Facilities or property" means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

**Committee or Administrative Review.** Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

**Naming Criteria.** The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

**Due Diligence Review.** The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school,

whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

**Renaming Facilities.** Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

**Current Facilities or Property.** Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3059 Audio and Video Recording**

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

**Secret Recordings.** No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (*e.g.*, AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3060**  
**Firearms and Weapons for Non-Students**

**Weapons.** No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

**Firearms.** No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

**Exceptions Regarding Firearms.** The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

**Consequences.** In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: 12-15-2025

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**BID FORM**  
PROPOSAL FORM FOR  
**HVAC UPGRADES - Project**  
**Hastings Alcott Elementary School**  
HASTINGS PUBLIC SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Bid:

\$ 643,990.00 .00

Six hundred forty-three thousand nine hundred ninety Dollars

(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

**Addenda**

Acknowledge receipt of Addenda No. #1

Date 11/11/25

And have included the provisions of these Addenda, if any, in my bid. Initials RR

**Check one:**

Bid Bond is attached for the full amount.

NO Bid Bond.

**Check one:**

NOTE: After the bid is accepted a performance and payment bond for the full amount shall be provided to the owner.

**Check one:**

Bidder will substantially complete the project no later than 8/1/26

Bidder: Rutt's Heating + Air  
(Company)

By: Regg Rutt Date: \_\_\_\_\_  
Regg Rutt (Signature)



**INLAND**  
INSURANCE COMPANY

**UNIVERSAL**  
SURETY COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501-0468  
PHONE • 1-800-755-2666  
FAX • 402-435-3274

---

## BID BOND

---

KNOW ALL MEN BY THESE PRESENTS: That we,  
Rutt's Heating & Air Conditioning., Inc.

1001 W. 1st Street, Hastings, NE 68901

as Principal, hereinafter called the principal, and Universal Surety Company a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

Hastings Public Schools  
1515 W 8th Street, Hastings, NE 68901

as Obligee, hereinafter called the Obligee, in the sum of Five (5%) percent of bid

\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS,  
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:  
HVAC Upgrades - Hastings Alcott Elementary School; Hastings Public Schools

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 14th day of November, 2025.

Quincy Munk  
Witness

Rutt's Heating & Air Conditioning., Inc.  
Principal \_\_\_\_\_ (Seal)

By: Regg Rutt  
\_\_\_\_\_  
(Title)

Mary L. Hansen  
Witness

Universal Surety Company  
Surety \_\_\_\_\_ (Seal)  
By: Stacy Bates  
Stacy Bates, Attorney-in-Fact

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint  
Brian K. Bassett or Mary L. Hansen or Benjamin J. Kohler or Stacy Bates or Judy Rundle, Hastings, Nebraska  
or Andy Bassett or Elliot Bassett or Peggy Posey or Rob Talcott or Gary M. Janisch  
or Leshara K. Shields, Omaha, Nebraska or Eric J. Brott, Hickman, Nebraska or Katie Lane, Beatrice, Nebraska  
or Bentley Benson or Ryan Starmer or Molly Honke or Caitlin Routzahn or Jennifer Zoucha, Lincoln, Nebraska  
or Jalyn Perry, Kenesaw, Nebraska or Jaime Woods, Syracuse, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 17th day of October, 20 25.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Harter*



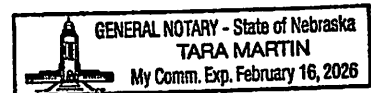
Secretary/Treasurer  
State of Nebraska }  
County of } ss.  
                  } Lancaster

By

President

On this 17th day of October, 20 25, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 14th day of November, 20 25.

*Philip C. Abel*

Director





RUTHEA-01

SBATES

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ellerbrock-Norris Agency, Inc. P.O. Box 816 Hastings, NE 68902-0816	<b>CONTACT NAME:</b> Stacy L. Bates, CISR Elite	
	<b>PHONE (A/C, No, Ext):</b> (402) 519-4891	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> sbates@ellerbrock-norris.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Continental Western Group		<b>10804</b>
<b>INSURED</b>  Rutt's Heating and Air Conditioning, Inc. 1001 W 1st Street Hastings, NE 68901-5066	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA3323402-23	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3323402-23	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA3323402-23	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA3323390-23	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Hastings Alcott Elementary School HVAC Upgrades

**CERTIFICATE HOLDER****CANCELLATION**

Hastings Public Schools 1518 W 8th Street Hastings, NE 68901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# AIA® Document A104® – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the 8th day of December in the year 2025  
*(In words, indicate day, month and year.)*

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

Adams County School District 01-0019 a/k/a Hastings Public Schools  
A political subdivision of the State of Nebraska  
1515 W. 8th Street  
Hastings, NE 68901

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

Rutt’s Heating and Air Conditioning, Inc.  
A Nebraska corporation  
1001 West 1st Street  
Hastings, NE 68901

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

Hastings Public Schools – HVAC upgrades at the existing Alcott Elementary School,  
located at 313 North Cedar Avenue, Hastings, as more particularly described in the  
drawings.

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

Strategic Design LLC  
A Nebraska limited liability company  
1207 Murray Point  
Plattsmouth, NE 68048

The Owner and Contractor 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.

## TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner. The notice to proceed shall not be issued by the Owner until the Agreement has been signed by the Contractor, approved by the Owner's Board of

Init.

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User Notes:

(1232762743)

Education, signed by the Owner's authorized representative, and Owner has received all required payment and performance bonds and certificates of insurance as required under Article 17. Owner anticipates construction to start on May 22, 2026

[ ] Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: August 1, 2026

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

**Substantial Completion Date**

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[ X ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Six Hundred Forty-Three Thousand, Nine Hundred Ninety and No/100ths Dollars (\$ 643,990.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

Init.

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User Notes:

(1232762743)

§ 3.2.2 Unit prices, if any: None  
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum: None  
(Identify each allowance.)

Item	Price
------	-------

§ 3.3  
(Paragraphs deleted)  
[omit]

(Paragraphs deleted)

§ 3.4 [omit]

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

None

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the review and action on the Application for Payment by the Owner's Board of Education at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554. Notwithstanding the requirements of this section, to allow sufficient time for review and action on Applications for Payment by the Owner's Board of Education at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554, the "receipt by the owner or the owner's representative of a payment request made pursuant to the contract" under Neb. Rev. Stat. § 45-1203 shall be deemed to occur at the regular meeting of the Owner's Board of Education immediately following the receipt of the Application for Payment by the Architect.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 The amount of each progress payment made prior to Substantial Completion of the Work for amounts not in dispute shall be computed as follows:

§ 4.1.4.1 Progress payments shall be made on the basis of that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth in § 4.1.4.2.

§ 4.1.4.2 The retainage amount deducted from each progress payment shall be that portion of the Contract Sum properly allocable to Completed Work in the amount of ten percent (10%) of the Completed Work for the first fifty

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percent (50%) of the Contract Sum, and in the amount of not less than five percent (5%) of the Completed Work for the last fifty percent (50%) of the Contract Sum

**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Pursuant to Neb. Rev. Stat. §45-1205, interest due under this section shall accrue until such amount is paid, beginning on the day following the payment due date at the rate of one percent per month or a pro rata fraction thereof on the unpaid balance. Interest is due under this section only after the person charged the interest has been notified of the provisions of this section by the Contractor.

## **§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted the following documents (a) AIA Document G707 consent of surety, if any, to final payment, (b) notarized subcontractor's liens release using AIA Document G706A; (c) receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (d) Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion; (e) Contractor's warranties; (f) Maintenance and Instruction Manuals ; and (g) Record drawings and "as-built" drawings; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## **§ 4.3 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY OWNER'S BOARD OF EDUCATION**

Any other provisions of the Contract Documents to the contrary notwithstanding, 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 specifically approved by formal action of the Owner's Board of Education for the purpose of payment of the Contract Sum or any part thereof.

## **ARTICLE 5 DISPUTE RESOLUTION**

### **§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

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**User Notes:**

(1232762743)

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 [omit]

§ 6.1.3 The Supplementary and other Conditions of the Contract: None

Document	Title	Date	Pages
§ 6.1.4 The Specifications: <i>(Either list the Specifications here or refer to an exhibit attached to this Agreement.)</i>			
See drawings			

Section	Title	Date	Pages
§ 6.1.5 The Drawings: <i>(Either list the Drawings here or refer to an exhibit attached to this Agreement.)</i>			
See drawing package dated October 20, 2025, and the following sheets			

Number	Title	Date
M/E	COVER SHEET	Oct. 20, 2025
M-000	MECHANICAL LEGENDS AND DETAILS	Oct. 20, 2025
M-001	MECHANICAL DETAILS	Oct. 20, 2025
M-002	MECHANICAL EQUIPMENT SCHEMATICS	Oct. 20, 2025
M-003	MECHANICAL SCHEDULES	Oct. 20, 2025
M-004	MECHANICAL SCHEDULES	Oct. 20, 2025
M-005	MECHANICAL SPECIFICATIONS	Oct. 20, 2025
M-006	MECHANICAL SPECIFICATIONS	Oct. 20, 2025
M-007	MECHANICAL SPECIFICATIONS	Oct. 20, 2025
M-008	MECHANICAL RTU SHOP DRAWINGS	Oct. 20, 2025
M-009	MECHANICAL RTU SHOP DRAWINGS	Oct. 20, 2025
MD201a	HVAC DEMOLITION FLOOR PLAN	Oct. 20, 2025
MD202a	HVAC DEMOLITION SECOND FLOOR PLAN	Oct. 20, 2025
M201a	HVAC NEW WORK FLOOR PLAN	Oct. 20, 2025
M202a	HVAC NEW WORK SECOND FLOOR PLAN	Oct. 20, 2025
E-000	SPECIFICATIONS SYMBOL LEGENDS AND GENERAL NOTES	Oct. 20, 2025
E-D201a	ELECTRICAL DEMOLITION FLOOR PLAN	Oct. 20, 2025
E-D202a	ELECTRICAL DEMOLITION SECOND FLOOR PLAN	Oct. 20, 2025
E-201a	ELECTRICAL NEW WORK FLOOR PLAN	Oct. 20, 2025
E-202a	ELECTRICAL NEW WORK SECOND FLOOR PLAN	Oct. 20, 2025

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
No. 1	November 11, 2025	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7** Additional documents, if any, forming part of the Contract Documents:

- .1** Other Exhibits:  
(Check all boxes that apply.)

(Table deleted)

(Paragraphs deleted)

- (Paragraphs deleted).**2** Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

Contractor's Payment and Performance Bond, Appendix A  
Contractor's Certificate of Insurance, Appendix B  
Job Site Security Protocol, Appendix C  
Contractor Affidavit, Appendix D

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 7.2 The Contract**

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

**§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Owner and/or 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 will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not

use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model 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.

#### **§ 7.8 Severability**

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

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### **§ 7.10 Relationship of the Parties**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### **ARTICLE 8 OWNER**

#### **§ 8.1 Information and Services Required of the Owner**

**§ 8.1.1** Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

**§ 8.1.2** The Owner shall furnish all necessary surveys and a legal description of the site.

**§ 8.1.3** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions and due diligence relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a bid the Contractor has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from Contractor's own investigations, Contractor has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work. The Contractor further represents that the Contractor is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

## **§ 9.2 Supervision and Construction Procedures**

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

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor releases, indemnifies and holds harmless the Owner for Contractor's forces' non-compliance with owner's drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free zones, contractor's forces' non-compliance with criminal law, or Contractor's or Contractor's forces' non-compliance with immigration law or regulations.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## **§ 9.5 Taxes**

Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS, provided that Owner provides Contractor with a timely submission of required tax exemption documents.

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

**§ 9.6.1** The Contractor shall be responsible for making and submitting application for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections

necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, within ten (10) days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. The Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions (professional liability) insurance coverage in the amounts and forms as specified in Article 17. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the amounts and forms as specified in Article 17.

### § 9.10 Use of Site

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

### § 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### § 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### § 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. The Contractor also shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Contractor's failure to comply with Section 19.7, Criminal History Checks, and from any bodily injury, sickness, disease or death caused by any non-"covered employee" who performs work on the Project Site. Such indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, within ten (10) days after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of

the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 [omit]

*(Paragraphs deleted)*

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

### § 15.3.2 [omit]

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents

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upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid.

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

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner all documents required in Section 4.2.1 along with a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and consent of surety to final payment. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

§ 15.7.3 The making of final payment shall  
*(Paragraphs deleted)*  
not constitute a waiver of any claims by the Owner.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

*(Paragraph deleted)*

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits provided below, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

Annual Unencumbered Limits of Liability (minimum)		
Each Occurrence		\$ 1,000,000
General Aggregate		\$ 2,000,000
Specific Policy Coverages	Annual Unencumbered Limits of Liability (minimum)	
	Occurrence	Aggregate
Products / Completed Operations	\$ 1,000,000	\$ 2,000,000
Personal / Advertising Injury	\$ 1,000,000	\$ 2,000,000
Premises – Operations	\$ 1,000,000	\$ 2,000,000
Property Damage (broad form)	\$ 1,000,000	\$ 2,000,000
Contractual	\$ 1,000,000	\$ 2,000,000

Notes:

- .1 Insurance on occurrence basis.
- .2 General aggregate is per project.
- .3 Deductible not to exceed \$ 10,000 per occurrence.
- .4 Contractual coverage to include construction contracts and subcontracts.
- .5 Contractor to carry completed operations coverage for three (3) years following Substantial Completion (need certificate of insurance for each of three (3) years).
- .6 Contractor and each Subcontractor shall have issued a separate policy.
- .7 The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect.
- .8 The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds.
- .9 Additional insured endorsement to cover vicarious liability including completed operation.
- .10 Policy shall have removed fellow employee exclusion.
- .11 Modified Notice of Occurrence, for supervisors and up.
- .12 Thirty (30) Day notice of cancellation basis.
- .13 Policy may exclude cover for : Asbestos, Nuclear Energy, Engineers/Architect's E&O.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned, hired and leased vehicles used by the Contractor, with a minimum combined single limit 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. Insurance must include contractual liability coverage. If applicable, policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent). If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, under- pass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way. Insurance shall be on occurrence basis. Coverages shall include: comprehensive form; owned; hired and non-owned; bodily injury and property damage. Contractor and each subcontractor shall have issued a separate policy. The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect. The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. 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.

**§ 17.1.5** Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit. Each contractor and each subcontractor shall provide a blanket waiver of subrogation. Contractor and each Subcontractor issued a separate policy.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits as follows: Where the Contact Sum is less than \$500,000, policy limits shall be not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate; where the Contract Sum is greater than \$500,000 but less than \$1,000,000, policy limits shall be not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate. Insurance is required as per Section 9.9.3. Insurance may be on occurrence or claims-made basis. The Aggregate is per Project. Any deductible shall not to exceed \$ 100,000 per occurrence. The policies shall provide a blanket waiver of subrogation in favor of Owner and Architect. The insurance shall remain in full force and effect for a period of three (3) years after the termination of this Agreement or the completion of the Contractor's services hereunder, whichever occurs later in time. The obligation to maintain Professional Liability insurance coverage shall survive termination of this Agreement.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Excess liability coverage as follows:

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Annual Unencumbered Limits of Liability (minimum)	Occurrence	Aggregate
Contract Sum < \$ 500,000	\$ 1,000,000	\$ 1,000,000
\$ 500,000 ≤ Contract Sum < \$ 1,000,000	\$ 2,000,000	\$ 2,000,000

Notes:

- .1 Insurance on occurrence basis.
- .2 Aggregate is per Project.
- .3 Contractor and each Subcontractor shall have issued a separate policy.
- .4 The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect
- .5 The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

*(Table deleted)*

*(Paragraphs deleted)*

### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall furnish, as required by Neb. Rev. Stat. § 52-118, bonds covering payment and performance of obligations arising under the Contract with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the payment bond shall be equal to one hundred percent (100%) of the Contract Sum.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.3.3 The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a

written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 The one-year period for correction of Work shall in no way modify or alter the limitations period for commencement of any claims or causes of action by the Owner, whether in contract, tort, breach of warranty or otherwise. THE CONTRACTUAL ONE YEAR PERIOD FOR CORRECTION OF THE WORK IS IN ADDITION TO ALL WARRANTY OBLIGATIONS OF THE CONTRACTOR AND SHALL NOT BE APPLIED TO LIMIT ANY APPLICABLE STATUTORY PERIOD OF LIMITATION OR REPOSE.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the State of Nebraska and, where applicable, federal laws. Exclusive jurisdiction and venue shall be in the state or federal courts in Adams County, Nebraska.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

Lawrence Tunks, Director of Operations and Technology  
1515 W. 8th Street  
Hastings, Nebraska 68901  
Tel: 402-461-7573  
Email: lawrence.tunks@hpstigers.org

### § 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

Regg Rutt  
1001 West 1st Street

Init.

/

Hastings, NE 68901  
Tel: 402-463-4853  
Email: regg@ruttsheating.com

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

### § 19.7 Equal Opportunity in Employment

§ 19.7.1 The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law. The Contractor agrees to post in conspicuous places available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

§ 19.7.2 The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement. The Contractor by execution of this agreement certifies that the Contractor 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. By execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

### § 19.8 Criminal History Checks

§ 19.8.1 The Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor 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 record information on the covered employees. Contractor shall assume all expenses associated with obtaining the initial criminal history record information and the Owner shall be responsible for expenses associated with any subsequent request. Contractor shall include similar criminal history check provisions in all contracts with subcontractors and suppliers.

§ 19.8.2 The Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If the Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) 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 Contractor agrees to discontinue using that covered employee to provide services on Owner's Project.

§ 19.8.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor 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 of the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.

§ 19.8.4 The Contractor shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a "Project" badge or sticker created by the Contractor; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the Contractor's Site Superintendent or Project

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Manager so as to associate each individual's name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Contractor's Site Superintendent and must be submitted to the Owner's Administrative office at the end of each week. If wearing the Contractor-provided "Project" badge is not desirable and will interfere with the work being performed by that individual, the Contractor shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker's hard hats. All means of identification other than what is provided by the Contractor must be approved by the Contractor's on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the Contractor or Owner's personnel to leave the job-site.

### **§ 19.9 Contributions under Nebraska Employment Security Law**

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq. (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

### **§ 19.10 Verification of Immigration Status**

**§ 19.10.1** The Contractor 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 Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

- .1 The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- .3 The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **§ 19.11 Sovereign Immunity**

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.

### **§ 19.12 Nebraska Employee Classification Act**

Contractor agrees to abide by the provisions of the Nebraska Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912. In compliance with that Act, the Contractor shall to submit to the Owner, upon execution of the Agreement, the affidavit marked as Appendix D, attached hereto and incorporated herein by this reference. The Contractor further acknowledges that providing a false affidavit under Neb. Rev. Stat. § 48-2911 may subject the Contractor to the penalties of perjury and upon a second or subsequent violation the Contractor shall be barred from contracting with the State of Nebraska or any Nebraska political subdivision for a period of three (3) years after the date of discovery of the falsehood. The Contractor shall require any and all subcontractors who perform work pursuant to the Agreement to provide a similar affidavit, which shall be made available to the Owner upon request.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of

*(Paragraphs deleted)*

Subcontracts, but no overhead and profit on the Work not executed.

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

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**§ 21.3 Time Limits on Claims**

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

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation. 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 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.

**§ 21.6** Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

*(Paragraphs deleted)*

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this

*(Paragraphs deleted)*

Contract, including but not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. The Owner expressly reserves any and all claims for consequential damages arising out of or relating to this Contract.

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

**Adams County School District 01-0019, a/k/a  
Hastings Public Schools**

**Rutt’s Heating and Air Conditioning, Inc.**

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Becky Sullivan, President Board of Education  
*(Printed name and title)*

\_\_\_\_\_  
Regg Rutt, President  
*(Printed name and title)*

**JOB SITE SECURITY REQUIREMENTS**

Job-Site Security Protocol:

1. Prior to performing any work or entering on the Project site, all contractors and subcontractors, and suppliers and materialmen shall sign a “Contractor/Supplier Criminal Records Certification,” a copy of which is attached hereto, certifying that such contractor shall not assign to work on the School District building project an employee having a criminal record as defined by the School District’s policy, regulations, practices or directives and the general conditions of contract for the Project.

2. The School District shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of subcontractors to the contractors, and other project related personnel with a “Project” badge or sticker created by the School District; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the Contractor’s Site Superintendent or Project Manager so as to associate each individual’s name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Contractor’s Site Superintendent and must be submitted to the School District Superintendent’s office at the end of each week. If wearing the Contractor-provided “Project” badge is not desirable and will interfere with the work being performed by that individual, the Contractor shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker’s hard hats. All means of identification other than what is provided by the Contractor must be approved by the Contractor’s on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the Contractor or School District personnel to leave the job-site.

3. A copy of the list of properly certified works and other personnel authorized to be on the work site shall be provided by each contractor to the Contractor for the Project and kept in the on-site offices.

**CRIMINAL RECORDS DIRECTIVE**

(a) Definitions

1. "Disqualifying criminal history" shall mean 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 19 years of age or enrolled in a public school: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.; or an equivalent offense under federal law or the laws of another state.

2. "Site of an Awarded Project" shall be defined to include the location of the physical work to be completed on the project where it is expected that minors under the age of 16 will be present on a regular basis during the completion of the contractors' scope work. The Site of an Awarded Project shall not include a Contractor's, Subcontractor's, or Supplier's home office.

(b) To help prevent any individuals or agents who have committed crimes of a serious nature from working at the site of an awarded project, the Contractor shall:

1. Require that each of its employees who are to work at the Site of an Awarded Project to complete the "Criminal Record Disclosure" prior to when the employee is to begin work at the Site of an Awarded Project.

Unless the Contractor has actual or constructive knowledge that an employee omitted information or misrepresented information in completing the Criminal Record Disclosure, the Contractor shall not be liable for damages incurred as a direct or indirect result of such omission or misrepresentation.

2. Include this provision in each of its subcontracts and require that each of its Subcontractors' employees complete the Criminal Record Disclosure prior to when the Subcontractor's employee is to begin work at Site of an Awarded Project.

Unless the Contractor or Subcontractor has actual or constructive knowledge that an employee omitted information or misrepresented information in completing the Criminal Record Disclosure, neither the Contractor nor the Subcontractor shall be liable for damages incurred as a direct or indirect result of such omission or misrepresentation.

3. Include this provision in each of its Supplier agreements where supplies are to be delivered to the Site of an Awarded Project by the Supplier and require that each of such Suppliers' employees complete the Criminal Record Disclosure prior to when the Supplier's employee is to deliver the supplies to the Site of an Awarded Project.

Unless the Contractor or Supplier has actual or constructive knowledge that an employee omitted information or misrepresented information in completing the Criminal Record Disclosure, neither the Contractor nor the Supplier shall be liable for damages incurred as a direct or indirect result of such omission or misrepresentation.

4. Upon receipt of the names of the questionnaire for each employee, the Contractor, Subcontractor or Supplier shall conduct a search on the Nebraska State Patrol - Sex-Offender Registry website, <http://www.nsp.state.ne.us/SOR/find.cfm>, to confirm such employee is not listed thereon.

5. In the event that the Contractor, Subcontractor or Supplier or School District determine that an employee as a record of crimes of a serious nature to immediately reassign and remove any individual or agent from the work site who is not in full compliance with the requirements of this paragraph.



Appendix C

**CONTRACTOR/SUBCONTRACTOR/SUPPLIER CRIMINAL RECORDS  
CERTIFICATION**

Our firm hereby certifies and agrees not to knowingly assign or knowingly allow any individual or agent to do any work at the School District, or other locations under the Contract entered into between our firm and the School District, who has a criminal record of a serious nature as defined by School District policy, regulations, practices or directives, and as expressed in the “Criminal Records Directive”. A list of individual workers complying with this Directive is attached.

Our firm authorizes, gives consent, and agrees to periodically certify same to the School District. Our firm further authorizes, gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary, to assure compliance with this requirement, and to immediately reassign and remove any individual or agent from the work site who the firm learns is not in full compliance with the requirements of this Certification.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name of Contract Vendor

By: \_\_\_\_\_  
An Authorized Official

Appendix C

**CERTIFIED WORKER LIST**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor/Subcontractor/Supplier

Worker Name	Years with Firm	General Job Description
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Appendix D

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

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by section 4-108.

D. That under and pursuant to Neb. Rev. Stat. § 48-1122 and other laws, the Contractor agrees that the Contractor and his subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

FURTHER AFFIANT SAYETH NOT.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature Contractor/Authorized Official of Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

# Additions and Deletions Report for AIA® Document A104® – 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 16:52:19 on 11/23/2025.

## PAGE 1

**AGREEMENT** made as of the 8th day of December in the year 2025

...

Adams County School District 01-0019 a/k/a Hastings Public Schools  
A political subdivision of the State of Nebraska  
1515 W. 8th Street  
Hastings, NE 68901

...

Rutt's Heating and Air Conditioning, Inc.  
A Nebraska corporation  
1001 West 1st Street  
Hastings, NE 68901

...

Hastings Public Schools – HVAC upgrades at the existing Alcott Elementary School, located at 313 North Cedar Avenue, Hastings, as more particularly described in the drawings.

...

Strategic Design LLC  
A Nebraska limited liability company  
1207 Murray Point  
Plattsmouth, NE 68048

## PAGE 2

### 21 CLAIMS AND DISPUTES

#### ~~EXHIBIT A DETERMINATION OF THE COST OF THE WORK~~

...

[  ] A date set forth in a notice to proceed issued by the Owner. The notice to proceed shall not be issued by the Owner until the Agreement has been signed by the Contractor, approved by the Owner's Board of Education, signed by the Owner's authorized representative, and Owner has received all required payment and performance bonds and certificates of insurance as required under Article 17. Owner anticipates construction to start on May 22, 2026

## PAGE 3

[  ] By the following date: August 1, 2026

...

[  ] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Six Hundred Forty-Three Thousand, Nine Hundred Ninety and No/100ths Dollars (\$ 643,990.00), subject to additions and deductions as provided in the Contract Documents.

...

None

§ 3.2.2 Unit prices, if any: None

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§ 3.2.3 Allowances, if any, included in the stipulated sum: None

...

~~§ 3.3 Cost of the Work Plus Contractor's Fee~~

~~§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~[omit]~~

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~§ 3.4.3 Guaranteed Maximum Price~~

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed—(\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)~~

**§ 3.4.3.3** Unit Prices, if any:  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:** § 3.4 [omit]

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

**§ 3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

...

None

...

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment, thirty ( 30 ) days after the review and action on the Application for Payment by the Owner’s Board of Education at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554. Notwithstanding the requirements of this section, to allow sufficient time for review and action on Applications for Payment by the Owner’s Board of Education at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554, the "receipt by the owner or the owner’s representative of a payment request made pursuant to the contract" under Neb. Rev. Stat. § 45-1203 shall be deemed to occur at the regular meeting of the Owner’s Board of Education immediately following the receipt of the Application for Payment by the Architect.

...

**§ 4.1.4** ~~For The amount of each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due~~ Work for amounts not in dispute shall be computed as follows: *(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

§ 4.1.4.1 Progress payments shall be made on the basis of that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth in § 4.1.4.2.

§ 4.1.4.2 The retainage amount deducted from each progress payment shall be that portion of the Contract Sum properly allocable to Completed Work in the amount of ten percent (10%) of the Completed Work for the first fifty percent (50%) of the Contract Sum, and in the amount of not less than five percent (5%) of the Completed Work for the last fifty percent (50%) of the Contract Sum

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% Pursuant to Neb. Rev. Stat. §45-1205, interest due under this section shall accrue until such amount is paid, beginning on the day following the payment due date at the rate of one percent per month or a pro rata fraction thereof on the unpaid balance. Interest is due under this section only after the person charged the interest has been notified of the provisions of this section by the Contractor.

...

- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; the following documents (a) AIA Document G707 consent of surety, if any, to final payment, (b) notarized subcontractor's liens release using AIA Document G706A; (c) receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (d) Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion; (e) Contractor's warranties; (f) Maintenance and Instruction Manuals ; and (g) Record drawings and "as-built" drawings;; and

...

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

§ 4.3 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY OWNER'S BOARD OF EDUCATION

Any other provisions of the Contract Documents to the contrary notwithstanding, 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 specifically approved by formal action of the Owner's Board of Education for the purpose of payment of the Contract Sum or any part thereof.

...

[  ] Litigation in a court of competent jurisdiction

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§ 6.1.2 Building information modeling exhibit, dated as indicated below:[omit]  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract: None

...

See drawings

...

See drawing package dated October 20, 2025, and the following sheets

M/E	<u>COVER SHEET</u>	<u>Oct. 20, 2025</u>
M-000	<u>MECHANICAL LEGENDS AND DETAILS</u>	<u>Oct. 20, 2025</u>
M-001	<u>MECHANICAL DETAILS</u>	<u>Oct. 20, 2025</u>
M-002	<u>MECHANICAL EQUIPMENT SCHEMATICS</u>	<u>Oct. 20, 2025</u>
M-003	<u>MECHANICAL SCHEDULES</u>	<u>Oct. 20, 2025</u>
M-004	<u>MECHANICAL SCHEDULES</u>	<u>Oct. 20, 2025</u>
M-005	<u>MECHANICAL SPECIFICATIONS</u>	<u>Oct. 20, 2025</u>
M-006	<u>MECHANICAL SPECIFICATIONS</u>	<u>Oct. 20, 2025</u>
M-007	<u>MECHANICAL SPECIFICATIONS</u>	<u>Oct. 20, 2025</u>
M-008	<u>MECHANICAL RTU SHOP DRAWINGS</u>	<u>Oct. 20, 2025</u>
M-009	<u>MECHANICAL RTU SHOP DRAWINGS</u>	<u>Oct. 20, 2025</u>
MD201a	<u>HVAC DEMOLITION FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
MD202a	<u>HVAC DEMOLITION SECOND FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
M201a	<u>HVAC NEW WORK FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
M202a	<u>HVAC NEW WORK SECOND FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
E-000	<u>SPECIFICATIONS SYMBOL LEGENDS AND GENERAL NOTES</u>	<u>Oct. 20, 2025</u>
E-D201a	<u>ELECTRICAL DEMOLITION FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
E-D202a	<u>ELECTRICAL DEMOLITION SECOND FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
E-201a	<u>ELECTRICAL NEW WORK FLOOR PLAN</u>	<u>Oct. 20, 2025</u>
E-202a	<u>ELECTRICAL NEW WORK SECOND FLOOR PLAN</u>	<u>Oct. 20, 2025</u>

...

No. 1

November 11, 2025

**PAGE 7**

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:

...

Contractor's Payment and Performance Bond, Appendix A  
Contractor's Certificate of Insurance, Appendix B  
Job Site Security Protocol, Appendix C  
Contractor Affidavit, Appendix D

...

§ 7.5.1 The ~~Owner and/or 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 will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**PAGE 8**

The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model 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.

...

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic ~~transmission in accordance with a building information modeling exhibit, if completed,~~ transmission, or as otherwise set forth below:

*(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203-2013,~~ insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

...

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions and due diligence relating to the safe performance of the Work.

**PAGE 9**

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents and warrants by submission of a bid the Contractor has carefully examined the Contract Documents, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from Contractor's own investigations, Contractor has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work. The Contractor further

represents that the Contractor is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Work, and that the Contractor will abide by same.

...

~~§ 9.1.3 The Contractor is not~~ Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**PAGE 10**

~~§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.~~

~~§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor releases, indemnifies and holds harmless the Owner for Contractor's forces' non-compliance with owner's drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free zones, contractor's forces' non-compliance with criminal law, or Contractor's or Contractor's forces' non-compliance with immigration law or regulations.~~

...

~~The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS, provided that Owner provides Contractor with a timely submission of required tax exemption documents.~~

...

~~§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for making and submitting application for the building permit. The Owner shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The Contractor shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections necessary for proper execution of the Contract and which are legally required when bids or proposals are received. Such fees and expenses shall only be reimbursable to Contractor if expressly agreed to herein.~~

**PAGE 11**

~~§ 9.8.1 The Contractor, promptly within ten (10) days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of~~

the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

...

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. The Contractor shall require that the licensed design professional carry comprehensive general liability and errors and omissions (professional liability) insurance coverage in the amounts and forms as specified in Article 17. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the amounts and forms as specified in Article 17.

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**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. ~~Such obligation~~ The Contractor also shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Contractor's failure to comply with Section 19.7, Criminal History Checks, and from any bodily injury, sickness, disease or death caused by any non-"covered employee" who performs work on the Project Site. Such indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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**§ 11.2** Unless otherwise stated in the Contract Documents, the Contractor, ~~as soon as practicable~~ within ten (10) days after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 11.3** Contracts between the Contractor and Subcontractors shall ~~(1)~~ require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner-Architect.

~~§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.~~

~~§ 15.2 Control Estimate[omit]~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

- ~~.1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

...

~~§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.[omit]~~

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner all documents required in Section 4.2.1 along with a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien-~~lien~~, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and consent of surety to final payment. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from .1 — liens, claims, security interests or encumbrances arising out of the Contract and unsettled; .2 — failure of the Work to comply with the requirements of the Contract Documents; .3 — terms of special warranties required by the Contract Documents; or .4 — audits performed by the Owner, if permitted by the Contract Documents, after final payment. not constitute a waiver of any claims by the Owner.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

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

...

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, provided below, providing coverage for claims including

Annual Unencumbered Limits of Liability (minimum)

<u>Each Occurrence</u>	<u>\$ 1,000,000</u>
<u>General Aggregate</u>	<u>\$ 2,000,000</u>

Specific Policy Coverages

Annual Unencumbered Limits of Liability (minimum)

	<u>Occurrence</u>	<u>Aggregate</u>
<u>Products / Completed Operations</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>
<u>Personal / Advertising Injury</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>
<u>Premises – Operations</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>
<u>Property Damage (broad form)</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>
<u>Contractual</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>

Notes:

- .1 Insurance on occurrence basis.
- .2 General aggregate is per project.
- .3 Deductible not to exceed \$ 10,000 per occurrence.
- .4 Contractual coverage to include construction contracts and subcontracts.
- .5 Contractor to carry completed operations coverage for three (3) years following Substantial Completion (need certificate of insurance for each of three (3) years).
- .6 Contractor and each Subcontractor shall have issued a separate policy.
- .7 The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect.
- .8 The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds.
- .9 Additional insured endorsement to cover vicarious liability including completed operation.
- .10 Policy shall have removed fellow employee exclusion.
- .11 Modified Notice of Occurrence, for supervisors and up.
- .12 Thirty (30) Day notice of cancellation basis.
- .13 Policy may exclude cover for : Asbestos, Nuclear Energy, Engineers/Architect's E&O.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and ~~non-owned~~ non-owned, hired and leased vehicles used by the Contractor, with ~~policy limits a minimum combined single limit~~ 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. Insurance must include contractual liability coverage. If applicable, policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent). If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, under- pass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way. Insurance shall be on occurrence basis. Coverages shall include: comprehensive form; owned; hired and non-owned; bodily injury and property damage. Contractor and each subcontractor shall have issued a separate policy. The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect. The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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**§ 17.1.6** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit. Each contractor and each subcontractor shall provide a blanket waiver of subrogation. Contractor and each Subcontractor issued a separate policy.

**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of ~~not less than~~ (\$ ~~—~~) per claim and (\$ ~~—~~) in the aggregate as follows: Where the Contract Sum is less than \$500,000, policy limits shall be not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate; where the Contract Sum is greater than \$500,000 but less than \$1,000,000, policy limits shall be not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate. Insurance is required as per Section 9.9.3. Insurance may be on occurrence or claims-made basis. The Aggregate is per Project. Any deductible shall not to exceed \$ 100,000 per occurrence. The policies shall provide a blanket waiver of subrogation in favor of Owner and Architect. The insurance shall remain in full force and effect for a period of three (3) years after the termination of this Agreement or the completion of the Contractor's services hereunder, whichever occurs later in time. The obligation to maintain Professional Liability insurance coverage shall survive termination of this Agreement.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

...

**§ 17.1.14 Other Insurance Provided by the Contractor**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.) Excess liability coverage as follows:

<u>Annual Unencumbered Limits of Liability (minimum)</u>	<u>Occurrence</u>	<u>Aggregate</u>
<u>Contract Sum &lt; \$ 500,000</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
<b>Coverage</b>	<b>Limits</b>	
<u>\$ 500,000 ≤ Contract Sum &lt; \$ 1,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>

Notes:

- .1 Insurance on occurrence basis.
- .2 Aggregate is per Project.
- .3 Contractor and each Subcontractor shall have issued a separate policy.
- .4 The policies for Contractor and each Subcontractor shall provide a blanket waiver of subrogation in favor of Owner and Architect
- .5 The policies for Contractor and each Subcontractor shall name Owner, Architect, and Architect's consultants as additional insureds

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**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~

...

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the ~~Owner~~ Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

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~~§ 17.2.3 Other Insurance Provided by the Owner~~

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

**Coverage**

**Limits**

~~§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. Contractor shall furnish, as required by Neb. Rev. Stat. § 52-118, bonds covering payment and performance of obligations arising under the Contract with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the payment bond shall be equal to one hundred percent (100%) of the Contract Sum.~~

...

§ 17.3.3 The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.

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§ 18.6 The one-year period for correction of Work shall in no way modify or alter the limitations period for commencement of any claims or causes of action by the Owner, whether in contract, tort, breach of warranty or otherwise. THE CONTRACTUAL ONE YEAR PERIOD FOR CORRECTION OF THE WORK IS IN ADDITION TO ALL WARRANTY OBLIGATIONS OF THE CONTRACTOR AND SHALL NOT BE APPLIED TO LIMIT ANY APPLICABLE STATUTORY PERIOD OF LIMITATION OR REPOSE.

...

~~The Contract 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 21.6.State of Nebraska and, where applicable, federal laws. Exclusive jurisdiction and venue shall be in the state or federal courts in Adams County, Nebraska.~~

...

Lawrence Tunks, Director of Operations and Technology  
1515 W. 8th Street  
Hastings, Nebraska 68901  
Tel: 402-461-7573  
Email: lawrence.tunks@hpstigers.org

...

Regg Rutt  
1001 West 1st Street  
Hastings, NE 68901  
Tel: 402-463-4853  
Email: regg@ruttsheating.com

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### **§ 19.7 Equal Opportunity in Employment**

**§ 19.7.1** The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law. The Contractor agrees to post in conspicuous places available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

**§ 19.7.2** The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement. The Contractor by execution of this agreement certifies that the Contractor 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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. By execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

### **§ 19.8 Criminal History Checks**

**§ 19.8.1** The Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor 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 record information on the covered employees. Contractor shall assume all expenses associated with obtaining the initial criminal history record information and the Owner shall be responsible for expenses associated with any subsequent request. Contractor shall include similar criminal history check provisions in all contracts with subcontractors and suppliers.

**§ 19.8.2** The Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If the Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) 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 Contractor agrees to discontinue using that covered employee to provide services on Owner's Project.

**§ 19.8.3** For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor 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 of the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.

**§ 19.8.4** The Contractor shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a "Project" badge or sticker created by the Contractor; each badge or sticker shall have a unique

identifier number. This unique identifier number must be logged by the Contractor's Site Superintendent or Project Manager so as to associate each individual's name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Contractor's Site Superintendent and must be submitted to the Owner's Administrative office at the end of each week. If wearing the Contractor-provided "Project" badge is not desirable and will interfere with the work being performed by that individual, the Contractor shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker's hard hats. All means of identification other than what is provided by the Contractor must be approved by the Contractor's on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the Contractor or Owner's personnel to leave the job-site.

#### **§ 19.9 Contributions under Nebraska Employment Security Law**

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq. (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

#### **§ 19.10 Verification of Immigration Status**

**§ 19.10.1** The Contractor 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 Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

- .1 The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- .3 The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **§ 19.11 Sovereign Immunity**

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.

#### **§ 19.12 Nebraska Employee Classification Act**

Contractor agrees to abide by the provisions of the Nebraska Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912. In compliance with that Act, the Contractor shall to submit to the Owner, upon execution of the Agreement, the affidavit marked as Appendix D, attached hereto and incorporated herein by this reference. The Contractor further acknowledges that providing a false affidavit under Neb. Rev. Stat. § 48-2911 may subject the Contractor to the penalties of perjury and upon a second or subsequent violation the Contractor shall be barred from contracting with the State of Nebraska or any Nebraska political subdivision for a period of three (3) years after the date of discovery of the falsehood. The Contractor shall require any and all subcontractors who perform work pursuant to the Agreement to provide a similar affidavit, which shall be made available to the Owner upon request.

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The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

Subcontracts, but no overhead and profit on the Work not executed.

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The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, 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 Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.law.

...

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. mediation. 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 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 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.

**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

**§ 21.7** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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).

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

**§ 21.9** 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 under applicable law in any court having jurisdiction thereof.

...

The Contractor and Owner waive claims against each other waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 — damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 — Contract, including but not limited to damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The Owner expressly reserves any and all claims for consequential damages arising out of or relating to this Contract.~~

...

**Adams County School District 01-0019, a/k/a  
Hastings Public Schools**

**Rutt's Heating and Air Conditioning, Inc.**

...

Becky Sullivan, President Board of Education

Regg Rutt, President



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DS

DATE (MM/DD/YYYY)  
11/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Public Risk Management 3528 Dodge Street Omaha, NE 68131 Sheri Shonka	<b>CONTACT NAME:</b> Sheri Shonka	
	<b>PHONE:</b> 402-884-3751 ext 1	<b>FAX:</b> 402-399-2785
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Hastings Public Schools 1515 W. 8th Street Hastings, NE 68901	<b>INSURER A :</b> ALICAP	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Builders Risk Special Form</b>			<b>PK1016525</b>	<b>09/01/2025</b>	<b>09/01/2026</b>	<b>Limit 644,000</b> <b>Ded 10,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is a loss payee as respects to the HVAC system replacement at Alcott Elementary

**CERTIFICATE HOLDER****CANCELLATION**

<b>RUTTSH1</b>  Rutt's Heating & Air Conditioning, Inc. 1001 W 1st Street Hastings, NE 68901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Sheri Shonka</b>
--	--

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Adams County School District 01-0018, a/k/a Hastings Public Schools**, hereinafter referred to as “the Board,” and **Dr. Christopher Prosocki**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board, as recorded in the minutes of the Board meeting held on the 15th day of December, 2025, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term beginning on the 15<sup>th</sup> day of December, 2025, and expiring on the 30th day of June, 2028, unless extended under the terms of this section (an "Extended Term"). A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

a. Superintendent's Notice of Intent to Extend. Each year after the Contract Year, the Superintendent's Notice of Intent to Extend shall be given to the President of the Board between October 15th and December 1st. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract may not be extended.

b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before December 31st each year thereafter to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend or a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one contract year.

c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15th.

**2. Salary.** The annual salary for the remainder of the 2025-2026 contract year shall remain at \$215,000.00. The annual salary for the 2026-2027 school year shall be mutually agreed to at a later date. All annual salary amounts shall be payable in twelve (12) equal installments. The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract, provided, however, that, in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

Each monthly salary installment shall be paid on or before the sixteenth (16th) day of each month during the term of this agreement. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security, and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a. Leave Benefits. The Superintendent shall be allowed 23 working days of vacation leave and ten (10) working days of sick leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent, provided that the Superintendent make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regularly scheduled meetings of the Board of Education. It is desirable that the Superintendent use the allotted vacation time each year. However, when this is not possible, days may accumulate for future vacation use or for reimbursement up to a maximum accumulation of 23 days. Up to one half of the annual allotted vacation days may be carried forward each year to accumulate until the maximum is reached.

b. Section 125 Plan and LTD Insurance. The Superintendent may elect to participate in the School District's Section 125 Plan through a salary deduction agreement for the purchase of group health/dental insurance. The Superintendent may elect to pay the premium for Long Term Disability insurance that shall provide the Superintendent with a benefit equal to Sixty-Six and Two-Thirds percent (66.67%) of the total of the Superintendent's salary hereunder.

c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of Superintendent's duties. In addition, the District shall pay the Administrator's annual dues to the Nebraska Council of School Administrators. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties outside the District and the immediate area contiguous to the District and considered to be a part of the Hastings' area shall be reimbursed at the rate set annually by the Board for District travel.

e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions,

and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District.

f. Other Benefits. The Superintendent may be provided such other benefits as are provided to employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy and/or Regulations for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that, with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulation and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements, provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for action, study, or recommendation, as appropriate.

**6. Superintendent Physical:** The Superintendent may be provided a comprehensive medical examination in each contract year at the Board's expense. To be reimbursed for such medical examination, the Superintendent shall provide the Secretary of the Board of Education with a statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file and remain confidential as and to the extent permitted by law.

**7. Evaluation of the Superintendent.** Beginning in the 2026-2027 school year, the Superintendent shall be evaluated once during each contract year unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**8. Contract Termination:** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participating in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) making any representations in this Contract which are determined to be false or incorrect; (6) failing to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (t) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties including Policy 305.0 Administrative Code of Ethics; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned prior to the date of termination of this Contract and any sums owing to the District by the Superintendent shall be set off from sums due to the Superintendent; and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits; and, if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

**9. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds, or will hold, a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned

duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate; and, if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**10. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**11. Amendments and Severability.** This Contract may be modified or amended only in writing, duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education on or before December 31, 2025 shall constitute a rejection by the Superintendent of the offer of employment.

Dated this \_\_\_\_ day of December, 2025

Dated this \_\_\_\_ day of December, 2025

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Dr. Christopher Prosofski,  
Superintendent

# School Trip Proposal - Glenwood Gala Showcase for Show Choir

To the school board and administration,

## Overview:

I am writing to seek approval for an exciting opportunity for our show choir department, approximately 100 students, a prestigious competition in Glenwood, IA. This will be the first time we will be returning to Glenwood since we won our first ever grand championship in 2024. The event will provide invaluable experience and exposure for our students, fostering their growth and enthusiasm in the performing arts. Groups attending will be from Nebraska, Iowa, and Missouri. This trip is scheduled for January 17th.

## Trip Details:

Travel Dates: January 17th

Destination: Glenwood, IA

Event: Glenwood Gala - Glenwood High School

## Schedule:

### January 17, 2026

- Depart HHS: 4:00 AM
- Arrive at Glenwood: 7:00 AM
- Depart Glenwood: 11:00 PM
- Arrive at HHS: 2:00 AM

*\*Times could change depending on performance slot*

## Transportation:

We will be using 3 school buses from HPS, as well as the show choir trailer. The trailer will be pulled by a show choir parent's vehicle.

## Cost:

- The students will need to provide money for meals on the trip, just like every other show choir competition.

## Purpose and Benefits:

- 1. Enhanced Learning Experience:** Participating in the Executive Showcase Invitational will allow students to showcase their talents on a larger stage and gain constructive feedback from esteemed judges.
- 2. Team Building:** The trip will foster camaraderie and strengthen relationships among students, helping them work more effectively as a team.
- 3. Exposure to Professional Standards:** Students will have the chance to see performances by other high-caliber choirs that we do not usually see in Nebraska, offering inspiration and insight into high-level show choir performances.

4. **Exposure for Hastings High School:** Our choir has been invited to multiple national competitions, and this would be a great opportunity to showcase, not only our own community, but to others across the state what a great program we have here at HHS.

**Safety and Supervision:**

The trip will be chaperoned by 3 HPS staff members and multiple parent volunteers. These adults will be responsible for the group's safety and well-being throughout the trip.

**Conclusion:**

The Glenwood Gala Invitational represents a significant opportunity for our show choir students to advance their skills regionally and gain memorable experiences. We believe the benefits of this trip will greatly contribute to their personal and artistic development. We respectfully request the school board's approval for this trip.

Thank you for considering this proposal. We look forward to your positive response.

**Musically,**

**Christian Yost**

Vocal Music Director

[christian.yost@hpstigers.org](mailto:christian.yost@hpstigers.org)

Hastings High School

# School Trip Proposal - Sioux Falls Roosevelt Executive Showcase

To the school board and administration,

## Overview:

I am writing to seek approval for an exciting opportunity for our show choir department, approximately 100 students, to attend the Executive Showcase Invitational, a prestigious competition in Sioux Falls, SD. The event will provide invaluable experience and exposure for our students, fostering their growth and enthusiasm in the performing arts. Groups attending will be from Nebraska, Iowa, Missouri, Texas, and Illinois. This trip is scheduled from Jan 30th to Feb 1st, 2026.

## Trip Details:

Travel Dates: January 31st to February 1st, 2026

Destination: Sioux Falls, SD

Event: Executive Showcase - Roosevelt High School

## Schedule:

### Day 1: January 30, 2026

- Excused from class: 9:30 AM
- Load trailer and buses: 10:00 AM
- Departure from HHS: 10:30 AM
- Transportation: 3 Hastings High School Buses & Show Choir Trailer
- Hotel: ClubHouse Hotel & Suites  
*2320 S Louise Ave*  
*Sioux Falls, SD 57106*
- Evening Activity - TBD

### Day 2: January 31, 2026

- Event: Executive Showcase Competition - All Day
- Accommodation: ClubHouse Hotel & Suites

### Day 3: February 1, 2026

- Departure Home: 9:30 AM
- Return Travel: 3 Hastings High School Buses, Show Choir Trailer

## Accommodation:

We will be staying at ClubHouse Hotel & Suites. The hotel offers comfortable accommodations and is conveniently located near the competition venue. The cost for lodging is included in the show choir fee, calculated at 4 students per room.

\*The show choir will be covering the cost of 3 hotel rooms for the HPS bus drivers.

## Transportation:

We will be using 3 school buses from HPS, as well as the show choir trailer. The trailer will be pulled by a show choir parent's vehicle.

### **Cost:**

#### **Total Trip Cost Per Person: \$0**

- Their show choir fee already covers transportation, lodging, and all breakfasts. The students will need to provide money for meals on the trip.

*(Friday - Lunch/Dinner, Saturday - Lunch/Dinner, Sunday - Lunch)*

### **Purpose and Benefits:**

1. **Enhanced Learning Experience:** Participating in the Executive Showcase Invitational will allow students to showcase their talents on a larger stage and gain constructive feedback from esteemed judges.

2. **Team Building:** The trip will foster camaraderie and strengthen relationships among students, helping them work more effectively as a team.

3. **Exposure to Professional Standards:** Students will have the chance to see performances by other high-caliber choirs that we do not usually see in Nebraska, offering inspiration and insight into high-level show choir performances.

4. **Exposure for Hastings High School:** Our choir has been invited to multiple national competitions, and this would be a great opportunity to showcase, not only our own community, but to others across the state what a great program we have here at HHS.

### **Safety and Supervision:**

The trip will be chaperoned by 3 HPS staff members and multiple parent volunteers. These adults will be responsible for the group's safety and well-being throughout the trip.

### **Conclusion:**

The Executive Showcase Invitational represents a significant opportunity for our show choir students to advance their skills nationally and gain memorable experiences. We believe the benefits of this trip will greatly contribute to their personal and artistic development. We respectfully request the school board's approval for this trip.

Thank you for considering this proposal. We look forward to your positive response.

**Musically,**  
**Christian Yost**  
Vocal Music Director

[christian.yost@hpsitigers.org](mailto:christian.yost@hpsitigers.org)  
Hastings High School

## WICHITA TRIP NOTES

(Invitational Orchestra Festival)

### Educational Outcomes:

- Students will perform advanced music for nationally known adjudicators, giving them the opportunity to receive the highest level feedback possible. Unlike most events locally, the festival will include a clinic with the adjudicators.

### Basic Costs:

- Bus about 3500, plus tip (200)
- Hotel rooms at 120 each (ten rooms = 1200) - may be slightly less though.
- Not including meals, etc: 4900 give or take.
- Festival Fee - about \$200 (from activities, per Tracy Douglas)

### Other Costs:

- Meals: estimated \$600 to \$2600
  - 4/6 Dinner - 25 pp x 40 = 1000 - could depart after dinner, snacks instead.
  - 4/7 Breakfast - free at hotel
  - 4/7 Lunch - 15 pp x 40 = 600
  - 4/7 Dinner - 25 pp x 40 = 1000 - if we leave Wichita early enough, may not need.

### Proposed Itinerary:

- Monday, April 6, 2026
  - Load and depart HHS in the afternoon/evening. Maybe after dinner.
  - Arrive Wichita in the evening.
- Tuesday, April 7, 2026
  - Breakfast at hotel, early morning
  - Load at hotel, head to Wichita State University Campus
  - Morning/afternoon - Festival at WSU
  - Lunch will work around the festival schedule.
  - Departure after adjudication complete, any awards, etc.
  - Dinner either in Wichita, Salina, if we leave right after lunch, maybe no need.
  - Return to Hastings either late afternoon or early evening.

### Chaperones:

- Parent Group can provide some chaperones, potentially staff support as well. Could ask Rick Matticks, Christine Niemeyer.
  - Need one male chaperone for sure (could be DBS, or in addition)
  - Would like at least two female chaperones.
  - Ideally one would have something of a nursing background to deal with any minor issues.
  - Will need information on medical needs of students (only me unless needed for a medical situation)

Instruments:

- We will be bringing a maximum of 3 basses, 8 cellos, and 18 violins/violas. The latter fit easily in overhead racks of a bus, the cellos probably fit underneath, basses might be a challenge. Will need to check with Adventure Travel.
- There is a SMALL chance we will need to rent a small trailer for the cellos and basses.

**David Bernard-Stevens**

-----{ he - him - his }-----

*Director of Orchestras,  
Hastings Public Schools*



<b>Administrative Resignation/Release/Retire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)					
<b>Administrative Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Administrative New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>	<b>Degree/Level</b>	<b>College/University</b>	<b>Replaces/Reason</b>
No New Hire(s)					
<b>Certificated Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Rick Matticks	Instrumental Music Coordinator/District-wide		1	5/22/26	Retire
Thomas Michalek	Vocal Music/Watson		1	5/22/26	Retire
Karlene Scharf-Reed	Grade 1/Lincoln		1	5/22/26	Retire
<b>Certificated Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Meggan Messersmith	Teacher on Special Assignment/Lincoln	Instructional Facilitator/Lincoln	1	12/8/25	Becky Kulwicki/Retire in 24-25
Danielle Williams	Library Paraeducator/Watson	Teacher on Special Assignment/Lincoln	1	12/8/25	Meggan Messersmith/Transfer
<b>Certificated New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>	<b>Degree/Level</b>	<b>College/University</b>	<b>Replaces/Reason</b>
Kim Creech (temp assignment)	Grade 2/Alcott	1/5/26 -5/22/26	MA45-17		Gina Andersen/resign
Bailey Schmit	Grade 2/Alcott	8/6/2026	BA-1	Hastings College	Kim Creech/temp assignment
<b>Extra Standard Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>			<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)					
<b>Extra Standard Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Extra Standard New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>	<b>Level</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Cody Ochsner	HMS Assistant Girls Wrestling Coach	CAT. 1, Level 1		1-8-2026	New Position
<b>Classified Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Lorraine Atwater	SPED Paraeducator/Middle School		1.0	1/8/26	Resign
Sarah Avalos	Skills 3 Paraeducator/Alcott		1.0	12/7/25	Resign
Maryann Campos	Skills 3 Paraeducator/Hawthorne		1.0	12/19/25	Resign
Sarah Chei	Title 1 Paraeducator/Lincoln		1.0	12/19/25	Resign
Jamie Haverkamp	Inventory Clerk/Custodian/Maintenance		1.0	11/24/25	Resign
<b>Classified Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>	<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Lori Christy	Title Paraeducator/Watson	Library Paraeducator/Watson	1	12/8/25	Danielle Williams/Transfer
Danielle Williams	Library Paraeducator/Watson	Teacher on Special Assignment/Lincoln	1	12/8/25	Meggan Messersmith/Transfer
<b>Classified New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No New Hire(s)					
<b>CERTIFICATED OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
HOPE MCMURTRY	HHS - SPED Resource	05-22-2026			
HALLIE RENNEN	Longfellow - Grade 2	05-22-2025			
TOM MICHALEK	Watson - Vocal Music	5-22-2026			
PAM TILLMAN	School Psychologist	05-22-2025			
0.5 FTE RHONDA MCBRIDE	School Psychologist	05-22-2025			
EMILY HASS	Speech Language Pathologist	05-19-2023			
JAMIE LEPANT	Speech Language Pathologist	05-19-2023			
KELSEY STOKELY	Speech Language Pathologist	05-19-2023			

RICK MATTICKS	Instrumental Band Coordinator	5-22-2026			
KARLEEN SCHARF-REED	Grade 1 - Lincoln Elementary	5-22-2026			
<b>CLASSIFIED OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
ELIZABETH RASCON	HMS - EL Paraeducator	10-24-2025			
LORAIN ATWATER	HMS - SPED Paraeducator	1-9-2026			
SARAH AVALOS	AL - Skills 3 Paraeducator	12-7-2025			
ALYSSA TIMMERMAN	AL - School Nurse	5-22-2025			
MARYANN CAMPOS	HA - Skills 3 Paraeducator	12-19-2025			
JULIE DIDIER	LI - School Nurse	9-8-2025			
SARAH CHEI	LI - Title Paraeducator	12-19-2025			
NADIA TRAUSSCH	LI - Title Paraeducator	9-26-2025			
LORI CHRISTY (transfer)	WA - Title Paraeducator	12-7-2025			
	<b>DIST - PART TIME BUS DRIVER (NEW)</b>				
LORI HARTWIG	DIST - 9 Month Bus Driver	10-6-2025			
CHANCE KRATZER	District Bus Monitor	5-22-2025			
JAMIE HAVERKAMP	DIST - Inventory Supply ClerkCustodian	11-24-2025			
NICK COUSENS	SH - Night Custodian	9-23-2025			
<b>EXTRA-STANDARD OPEN POSITIONS</b>					
<b>NAME</b>	<b>POSITION</b>	<b>RESIGNATION/TERM DATE</b>			
MEAGAN BLODGET	HHS - Assistant Swimming & Diving	09-29-2022			
AARON OSWALD	HMS - Assistant Track	05-22-2025			
ANTHONY FAGIOLO	Vocal Music Learning Team Liaison	05-22-2025			
<b>HPS HAS 73 ACTIVE SUBSTITUTES AS OF 12/08/25</b>					

## Gifts – December 2025

## Amount

1. Thank you to John and Cathy Pershing for their generous donation through the HPS Foundation to pay off school lunch and breakfast balances. Their generosity helped 104 HPS families. \$ anonymous
2. Thank you to First Christian Church for their generous donation to pay off school lunch and breakfast balances. Their generosity helped 20 HPS families. \$ anonymous
3. Thank you to Jeff Bittfield for his generous donation to pay off school lunch and breakfast balances for 5 HPS families. \$ anonymous
4. Thank you to Patty Hajny for donating \$50.00 to help with lunch balances for Lincoln Elementary students. \$ 50.00
5. Ms. Kody Oman donated \$300.00 to purchase new books from the book fair to expand the Longfellow Elementary library. Students are very excited to check out all of the new titles. Longfellow is thankful for this kindness and generosity. \$ 300.00

Total gifts:  
**\$ invaluable**