

Cozad Community Schools

Board of Education Regular Meeting

Monday, December 13, 2021 7:00 PM

Office of the Superintendent

Mission: The mission of Cozad Community Schools is to prepare students to be lifelong learners and productive, responsible citizens by providing a quality education in cooperation with family and community.

Values - Guiding Principles

Respect - Trust, appreciate, celebrate, value, act with urgency

Integrity - Do the right thing, deliver highest quality instruction and practice full accountability

Teamwork - Teamwork at all levels districtwide, recognize and celebrate, have fun and enjoy

Innovation - Positive attitude, open to new ideas,

Courage - Embrace change and take calculated risk, encourage others, communicate directly with respect

1. BOARD OF EDUCATION REGULAR MEETING 7:00 P.M.

1.1. Call to Order, Roll Call

1.2. Nebraska Open Meeting Law, Publication of Meeting

This meeting has been preceded by advance notice and is hereby declared to be in open session. A current copy of the Nebraska Open Meetings Act is posted on the West wall of the meeting room.

Notice of this meeting was given in advance by publication in the Tri-City Tribune and posted on the Cozad Community Schools website and at the District Office. Notice of this meeting was also given in advance to all members of the Board of Education. The order of agenda items may be changed when deemed necessary.

The board may choose to enter closed (executive) session to discuss any matter for which closed (executive) session is lawful and appropriate.

1.3. Excused/Unexcused Board Member Absence

2. PUBLIC COMMENTS

The Board of Education invites you to offer comments during the public comments portion of the agenda. This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

When you have been recognized, please stand and state your name and come forward to the front of the board table.

The board will generally allow a total of 20 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 4 individuals who wish to address the board, the 20 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.

For additional instructions on public participation, brochures are provided for you to view. A copy of Policy 2009 Public Participation at Board Meetings is available upon request.

3. PRINCIPAL/ADMINISTRATIVE REPORTS

3.1. Patty Wolfe Report

3.2. Corey Fisher Report

3.3. Jeremy Yilk Report

3.4. Brian Regelin Report

3.5. Dale Henderson Report

3.6. James Ford Report

4. SUPERINTENDENT REPORT

5. CONSENT AGENDA

5.1. Approval of the Minutes of Previous Meeting(s)

- Monday, November 15, 2021- Board of Education Regular Meeting, 7pm

Board of Education Regular Meeting

Monday, November 15, 2021 7:00 PM

Office of the Superintendent

1910 Meridian Ave

Cozad, NE 69130

Posted Locations:

- Tri-City Tribune
- Cozad Community Schools District Office
- Cozad Post Office
- Wilson Public Library

Posted Date: 11/11/2021

The meeting was called to order at 7:00 PM

Ann Burkholder: Present

Joel Carlson: Present

Judy Eggleston: Present

Kiley Goff: Absent

John Peden: Present

Michele Starman: Present

Kiley Goff: Present

Kiley Goff arrived at 8:10pm.

1. BOARD OF EDUCATION REGULAR MEETING 7:00 P.M.

1.1. Call to Order, Roll Call

President Starman called the meeting to order at 7:00pm.

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1.3. Excused/Unexcused Board Member Absence

Motion to excuse board member Kiley Goff Passed with a motion by Judy Eggleston and a second by John Peden.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, John Peden: Yea,

Michele Starman: Yea

Yea: 5, Nay: 0

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For additional instructions on public participation, brochures are provided for you to view. A copy of Policy 2009 Public Participation at Board Meetings is available upon request.

No public in attendance.

3. AUDIT REPORT VIA TELECONFERENCE CALL WITH MARY LUTH, FROM ALMQUIST, MALTZAHAN, GALLOWAY AND LUTH

Motion to approve the audit as presented Passed with a motion by John Peden and a second by Ann Burkholder.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, John Peden: Yea, Michele Starman: Yea

Yea: 5, Nay: 0

Marcy Luth from AMGL, CPA and Advisors, called in and presented the Cozad Community Schools Audit report performed in Sept 2021.

4. PRINCIPAL/ADMINISTRATIVE REPORTS

4.1. Patty Wolfe Report

1. Canvas - Learning Management System

a. Adopted Summer 2020-statewide solution

- b. Transition and Training
- c. Timeline for teachers
- d. Benefits of Canvas-the "why's"

4.2. Corey Fisher Report

WEDNESDAY AFTER SCHOOL PROGRAM:

As I with the Board in October, we have implemented the Wednesday After School Program at the high school.

- **Each Friday, students who have two or more failing grades will be informed that they are ineligible for school sponsored extracurricular activities and the lunchtime driving privilege for the coming week (Monday-Sunday). They will also be informed that they are expected to attend the Wednesday After School Academic Support Program from 3:30 p.m. - 4:10 p.m.**
- **Parents who prefer that their student NOT participate in the Wednesday After School Academic Support Program must opt out by completing and returning an opt out form that was mailed home to all parents. Parents who choose for their student to not participate when they have failing grades, assume responsibility for monitoring their student's academic performance and for addressing credit recovery with the school if credits are not earned at the end of a semester.**

MULTI-TIERED SYSTEMS OF SUPPORT (MTSS) AT CHS

On November 2nd, the high school Math and English Language Arts teachers met and participated in an MTSS introductory workshop led by Mr. Ford and Mrs. Hyatt. We will soon add a behavioral team as a part of this process. As we work to emphasize improvements in the areas of teaching, learning and student behavior, I am confident that utilizing the MTSS framework will help our staff use data to identify and prioritize needs, develop our vision and strengthen our school in areas we identify as being of highest need. This is not a new "program" or "process". Rather, it is a system that helps us identify how to best support students. All students. We will continue to collaborate with our building staff as we work to engage more in the MTSS process. While it will require focused time from our teachers, I am confident we will be able to continue to create a strong vision for the future of Cozad High School.

ENGLISH LANGUAGE ARTS (ELA) CURRICULUM ALIGNMENT WORK:

Our English teachers will have the opportunity to work with ESU 10 staff on both December 16th and again on January 27th as they continue to the Cozad High School Language Arts Curriculum with the new Nebraska ELA State Standards and review curriculum materials for purchase this coming Spring. Curriculum alignment work can be a daunting process but the work is essential to assure that our district curriculum is aligned with the new standards and to assure that the materials we purchase allows our

teachers to deliver the curriculum to the students. Our English Language Arts teachers will be tasked with the alignment process and will also conduct the curriculum materials review once the sample materials arrive. As always, this work will take time. I am confident that our staff will complete the curriculum alignment and curriculum materials review in a timely manner so that they can prepare for implementation at the start of the 2022-2023 school year.

NATIONAL HONOR SOCIETY INDUCTION CEREMONY AND COZAD COMMUNITY SCHOLARSHIP ASSOCIATION AWARDS:

- Since 1946, students have been inducted into the National Honor Society at Cozad High School making this the longest standing tradition in our school's history. On October 19th, seven CHS students were inducted into the Cozad Chapter of the National Honor Society. Congratulations to Madelyn Spaulding, Xavier Chinchilla, Alexander Svajgr, Samuel Hergenrader, Alex Werne, Connor Brock, and Madison Rowley.



- On October 19th the Cozad Community Scholarship Association presented awards to CHS students who demonstrated excellence on the annual fall MAP Assessments in September. Numerous students earned awards and were recognized for their efforts. Congratulations to those students who earned recognition and THANK YOU to the Cozad Community Scholarship Association for their continued support of our students.



VETERANS DAY PROGRAM:

The annual Cozad Community Veterans Day Program was held on Thursday, November 11th in the CHS Gymnasium. Middle and High School students and staff welcomed and celebrated community Veterans. THANK YOU to the Cozad VFW Post #890 and Melanie Nutt for their collaboration and helping organize the program.





4.3. Jeremy Yilk Report

1. Fall Activities End of Year Recap

a. Football

i. The varsity team finished 5-4. In February, the NSAA will release the new 2-year cycle schedule for 2022/2023.

ii. Upcoming

1. N/A

b. Volleyball

i. The varsity team finished 1-30. Ogallala will host SWC next year. Currently, no major changes to the schedule for 2022.

ii. Upcoming

1. N/A

c. Softball

i. The varsity team finished 24-13. They finished the year at the state tournament losing to Wahoo Bishop Neumann and Yutan/Mead.

ii. Congratulations to Katie Wilson on being selected to the Class C All-State 2nd Team and Reagan Armagost and Shaundra Wiederholt on being selected All-State Honorable-Mention (LJS)

iii. Final Team Rankings: #8 - Lincoln Journal Star / #7 - Omaha World-Herald.

iv. Upcoming

1. N/A

d. Girls Golf

i. Congratulations to the girls golf team on competing in the state tournament in Columbus and congratulations to Lynzi Becker on placing runner-up in Class C.

ii. Upcoming

1. N/A

e. Cross Country

i. Congratulations to Mallory Applegate and Karyn Burkholder on qualifying for the state cross country meet. Mallory medaled placing 11th and Karyn just missed medaling placing 16th!

ii. Upcoming

1. N/A

2. Winter Activities Update

a. One-Act

i. We will host the Cozad One-Act Festival on November 12th. The Cozad team set to perform at 8:30 am. The dinner theatre will be the next evening at 7:00 pm.

ii. Loup City Team Results: 5th

1. Outstanding Acting Awards : Samuel Blackmore, Jade Brown, Dante Dyches-Chandler, and Samuel Hermosillo

iii. North Platte Team Results: 3rd

1. Outstanding Acting Awards: Larkyn Malcom, Katie Wilson, Angel Rigsby, Samuel Hermosillo, Dante Dyches-Chandler, Samuel Blackmore

iv. Upcoming

1. Cozad Festival (11.12) / Gothenburg Festival (11.16) / Minden Festival (11.20)

b. FFA

i. First FFA district CDE competition is on November 10th in Curtis. (Livestock Judging, Natural Resources and Agriscience.

ii. Several members attending competition

iii. Upcoming

1. District 11 LDE (12.2)

c. Speech

i. An interest meeting has taken place - 22 participants

ii. Planning on regular competition for Cozad Invite (12.11)

d. Boys Basketball

i. Around 24 boys 9th-12th are participating

ii. Conditioning week Nov 8th-12th

iii. Upcoming

1. HS vs Kearney Catholic - Jamboree Game (11.23) - TBD

a. May depend on State FB

e. Girls Basketball

i. Around 15 girls 9th-12th are participating

ii. Conditioning week Nov 8th-12th

iii. 7th/8th GBB - 7th grade = 11 participants / 8th grade = 13 participants

iv. Upcoming

1. 7th/8th vs Holdrege (11.18) / HS vs Kearney Catholic - Jamboree Game (11.23) TBD

f. Wrestling

i. Around 22 athletes 9th-12th are participating

ii. Conditioning week Nov 8th-12th

iii. MS WR - started the season with 20 wrestlers. Competed in opening invites at Sutherland and South Loup

iv. Upcoming

1. MS Minden Invite (11.16) / Var Dual vs Mitchell (12.3) / HS Cozad Invite (12.4)

3. Other

a. HS Gym Floor Updates

i. Back in use

1. PE, practices and programs

b. Winter Sports Parents Meeting took place on 11.9.21

c. NSAA Member School Spotlight - Cozad

i. District IV write up will appear in the December Newsletter

4.4. Brian Regelin Report

Parent teacher conferences attendance.

6th grade 59%

7th grade 47%

8th grade 44%

The Veterans Day program was a great experience for our students. Mrs. Lucas was awarded the VFW Middle School teacher of the year award. Thank you to Mrs. Nutt for organizing this program.

Student Congress led the bully prevention month activities which included each academic success class decorating their door for a contest and a video being shown to the students during lunch. Some of the members also went to the CEEC to hand out the Kind Kids awards to the preschool students.

All staff will go over the Crisis and Standard Response Protocol training updates and review. We will update all crisis folders during the November 17th early out in-service. Review with the students will be on November 18th. The first lock down drill will be November 19th and the Cozad PD will be present at every building.

The Custodial staff did an outstanding job of painting, hanging mats and posters and deep cleaning the bleachers. It is ready to go and looks great!

All bus evacuations have been completed for all bus routes and will be done for every activity that rides the bus.

Overview of Language Arts Curriculum process:

- Exploring the ELA Standards Part 1: [Dec. 16](#) & Part 2: [Jan. 27](#)
- Materials Selections
 - **Feb. 16:** Look through EdReports, Nebraska Materials Matter & NeMTSS Program Comparison Chart Select up to 3 reading programs (Claudine & Theresa)
 - Contact companies to get samples by April
 - **April 6:** Begin the process of looking at the different materials during an early out (Sarah, Claudine & Theresa)
 - Teachers would have a few weeks to look more closely at the materials
 - **April 20:** Final selection of the materials (Sarah & Theresa)
- PD on materials and instructional strategies- Summer and Fall 2022

	2021-22			2022-23		
	Fall 2021	Spring 2022	Summer 2022	Fall 2022	Spring 2023	Summer 2023
English Language Arts	-Standards approved by NDE	-Identify Priority Standards (PD) -K-12 Standard Alignment (PD) -K-12 Course Alignment by Standard (PD) -Material Selection	-Pacing Guides by Course (PD) -Develop Unit Plans (PD) -Develop Assessments (PD) -Develop Lesson Plans (PD)	Implementation of Curriculum		-Update & Revision of Curriculum

1st Session Activities will start November 22nd

Guitar Lessons (Mr. Shaffer)

The guitar lessons will be for all skill levels, whether you are picking up a guitar for the first time or you have played since you were five years old. It would be best if you have your own guitar to learn on, but if you don't own one don't let that stop you. We have a number of extra guitars available.

Watercolor Painting (Mrs. Corkern)

Students will explore watercolor techniques as well as learn about the different types of watercolor paints and brushes to use.

Talent Show (Mrs. Blackmore)

Come and show off your greatest talent - singing, playing an instrument, juggling? Whatever it is, this is your chance to practice it and share with a class.

Boys Basketball 101 (Mr. Broz and Mr. Higgins)

Designed to help you achieve your basketball goals. Whether you're new to the sport and want to learn the basics or are a more experienced player looking to advance your positional skills and confidence, this is the class for you!

Board Games and Cards (Mrs. Lucas)

Come have some fun by spending your activity class playing games! We'll be trying a variety of card games, board games, and (weather permitting) outdoor games. What a great way to end the day!

3D Puzzles (Mr. Mraz)

Why build a regular puzzle when you can build in 3-D? Build some of the world's famous landmarks. The Sydney Opera House, Taj Mahal, and the skyscrapers of New York City.

FFA (Mrs. Bivens)

Students will explore aspects of agriculture including species of plants and animals, animal breeds, FFA, Livestock Judging, FFA Speeches and natural resources. This class will also have small labs associated with the respective unit taught. This class is a privilege class.

Woodworking (Mr. Dueland)

Learn the proper safety and usage of equipment and design and produce a woodworking project. (this will require a fee of around \$20.00)

Crafting (Mrs. Walls and Ms. Crick)

Show your creativity in crafting class. During this time we will complete many projects, most of which are chosen by you, the student. We have a couple of fun things planned for you to complete as well. Don't be afraid to show your creativity, you never know what you may come up with.

History Day (Mr. Frauen)

Compete in this year's History day competition, which will require you to complete a history project, which you will then present at the district competition on March 8th at UNK. Should you qualify, you will then present it during the state competition in Lincoln in April. This will require you to work outside of class and complete a project in one of the categories of

paper, documentary, exhibit, performance, or website.

Crochet (Mrs. Margritz)

Students will learn the basic stitches of crochet and create one or more crocheted projects.

Legos (Mrs. Kostrunek)

Do you like to be creative and work with others? Join me for Lego building, creating, and awesome fun!

Fun to be Fit (Mrs. Hickenbottom)

Fun to Be FIT!! This session will explore different exercise programs as well as nutrition to be as healthy as we can be. Join us for a fun and healthy fitness activity session.

Science Fair (Ms. Gifford and Mrs. Ford)

Curious? Inquisitive? Want to understand how something works or behaves? Want the chance to develop your own project and put that plan into action? Science fair is an opportunity for students to conduct their own independent research on a subject area that interests them. Students will have the opportunity to present their research at two science fairs.

Breakout (Mrs. Favinger)

The BreakOut session will involve working in teams and sometimes as individuals to use clues and solve puzzles to figure out combinations to real-life locks or digital locks to finish a challenge.

Coding (Mrs. Teahon)

learn how to make websites, video games, and apps.

Book Club (Mrs. Russell)

During this session, we will be reading, discussing, and interacting with Lois Lowery's novel *The Giver*. This novel tells the story of Jonas, a soon-to-be twelve-year-old who lives in a futuristic society. In Jonas' world, everything is perfect and under control. There is no war, no fear, and no pain. There are also no choices and each person is assigned a role in the Community.

When Jonas turns twelve, he is singled out to receive special training from The Giver. The Giver alone holds the memories of the true pain and pleasure of life. Now it's time for Jonas to receive the truth. There is no turning back.

Word Games (Mrs. Schultz)

Have fun playing games while you build our vocabulary at the same time! Scrabble, Apples to Apples, Mad Libs and More.

Kiley Goff arrived during Mr. Regelin's report.

4.5. Dale Henderson Report

1. Elementary and class sizes:

Grade Level Total Students
per grade
level:

Average
Students per
section:

Kindergarten 86 21.5

1 st Grade 63 15.75

2 nd Grade 75 18.75

3 rd Grade 67 16.75

4 th Grade 68 22.6

5 th Grade 67 22.3

Total
Students:

420

2. P/T conference averages:

Kinder: 87%

1 st Grade: 88%

2 nd Grade: 92%

3 rd Grade: 94%

4 th Grade: 92%

5 th Grade: 87%

3. Upcoming topics for staff training that we are considering include:

> LETRS (Language Essentials for Teachers of Reading and Spelling) This teaches staff essential skills to master the fundamentals of literacy instruction.

> Marzano- refresher each year and sustainability of training for new staff.

> Behavior Model- The MTSS behavior team is reviewing systems to recommend as a purchase for the elementary to utilize.

4.6. James Ford Report

CEEC: Parent-teacher conferences were very successful and well attended. Students' progress was shared with parents and they have a better understanding of how their students are progressing based on their data. Teachers have also been working on updating our guiding documents for the MTSS process at the CEEC. We have a system in place but we felt as a team that we could be more organized in some of the supports we offer for all students and families. This will be an ongoing process that I will update the board on when we have those documents completed and loaded onto the MTSS site.

SPED: Staff training that they received on the 20th was well received and very beneficial for our district resource teachers. Staff indicated that they felt this was great to receive this training and helped them better understand what was expected of them in writing sound transition plans and progress reports. Tri-State law conference was on the 4th and 5th of November and was extremely beneficial for me. I will share out the many things I learned with the resource staff but especially the regular education staff. Many topics discussed in the training had a direct impact on how our regular education staff educates all students.

MTSS: On November 2nd Mr. Fisher, Mrs. Hyatt and I worked with the MTSS LA and Math teams to introduce and discuss what MTSS is and how it can help students and staff be more successful. It was a great discussion and I am excited about how this process is going to develop at the HS level because I truly believe that it will make a difference for students and staff.

We will have an integrated meeting at the elementary school on November 18th to discuss some next steps and keep improving at the elementary level. Many topics will be discussed but one of the main talking points for our team will be how we continue supporting students in behavior and math and using our resources for students who need support in those areas.

The middle school teams met on October 26th to revisit our interventions and see how/if our procedures could be improved. During that discussion, we also discussed the next steps on what we are going at future meetings, discussion of the Winter MAP assessment, and using our data and team to make decisions on how students progressed. Finally, another decision our teams made was we are going to share out goals for each student on what we would like for them to try and score on their Winter MAP assessments. The hope is that this will increase the student's effort and give us a better picture of each student's ability level. Teams will meet again on November 23rd to prepare for the Winter MAP test and potential updates on decision rules for our intervention class.

5. SUPERINTENDENT REPORT

Facility Improvement Stakeholders Meetings

We met with some stakeholders in regard to possible plans for addressing the mechanical, electrical, and lack of space available for our school buildings. The meetings on November 2 and 11 were very informative and I appreciate the feedback I received from our community members. We will move forward with finalizing our plans for the upcoming project. I am meeting with the facilities committee in the next 2 weeks to discuss that feedback. In addition I have set up 5 meetings with staff members to share our

current status and the timeline and process for facility improvements.

Negotiations

The EHA insurance premium increase came back below 6% which does not trigger the clause built into the negotiated agreement to renegotiate the current 2 year agreement. So we will begin again in the Fall of 2022. The CEA has requested recognition by the board as the bargaining agent, it will be place on the agenda in January 2022.

Curriculum Process

I have been working with the administrative team and the ESU 10 staff to accomplish our curriculum process moving forward. I have attached that document to this outline. I feel this will put us in a positive place to meet the needs of our students and the strengths of our staff.

Calendar Committee

The committee met with me in October and will meet again in January to discuss possible school year calendars for 2022-23 and 2023-24. Moving out two years will better allow administrators to plan for professional development.

Updated Policies

I shared some possible updates to policies with you and would like you to take a look. These changes are, for the most part, about being clear that outside of state tested areas the school district may choose to adopt or not adopt state standards. In the absence of adopting the district would have to submit their own standards.

Staffing

We will be talking about our staffing plan for 2022-23 in the next 2 months. We are considering a plan to add a Director of Teaching and Learning to meet our curriculum needs.

6. CONSENT AGENDA

Motion to approve the consent agenda, as presented Passed with a motion by Ann Burkholder and a second by John Peden.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea

Yea: 6, Nay: 0

6.1. Approval of the Minutes of Previous Meeting(s)

Monday, October 11, 2021- Board of Education Regular Meeting, 7pm

6.2. Congratulations, Condolences, Correspondences

Condolences to Cecily and Alan Clark on the passing of Cecily's mother, Martha.

6.3. Classified Resignations

Katherine Klein, CEEC Paraprofessional effective 10.21.2021
Reva Royce, AfterZone Paraprofessional effective 10.29.2021

6.4. Classified Hires

6.5. Standing Reports

6.5.1. Sub Reports

6.5.2. Nutrition Services SNP Claim for Reimbursement Summary

6.5.3. Bus Route Averages

6.6. Salary Advancement Applications

Karsyn Bell, University of Nebraska-Lincoln, Infants with Disabilities, 3 hours
Karsyn Bell, University of Nebraska-Lincoln, Practicum, 1 hour

6.7. Local Sub

-Kaylynn Johnson, Local Sub
-Megan Sorensen, Local Sub

7. DISCUSS, CONSIDER AND TAKE ACTION TO REVIEW ROOFING BIDS

Motion to accept Tremco roofing bid Pending Bond Election for \$1,089,267.16 and proceed with repairs to not exceed \$13,000 Passed with a motion by John Peden and a second by Judy Eggleston.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 5, Nay: 0

Tremco Presenting roofing bids
Pending Bond Election

Tremco spoke to the board about the project material costs that would be needed for the new building construction if the pending bond election passes. By securing the prices of materials now it would save the district in the future. The board was reminded that this pricing was all pending Bond Election so they would not be locked in after May 31, 2022. The board could purchase the products if the bond election failed and have items stored, but also needed to be done by May 31. Jim Wolfson then explained to the board the need of repairs on the Elementary roofs before we receive more moisture. Ms. Simpson stated that she had also seen the sections that Mr. Wolfson spoke of and the need for immediate repair.

8. DISCUSS, CONSIDER AND TAKE ACTION ON APPROVAL OF BOND PAYMENT

Motion to approve the Bond Payment of \$261,811.75 Passed with a motion by John Peden and a second by Judy Eggleston.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

Bok Financial Bond Payment of \$261,811.75

9. DISCUSS, CONSIDER AND TAKE ACTION ON THE APPROVAL OF FUND TRANSFER FROM GENERAL TO ACTIVITY FUND FOR ONE-ACT

Motion to transfer an additional \$2,000 from the General Fund to Activity Fund One- Act account Passed with a motion by Ann Burkholder and a second by John Peden.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

\$2,000 additional funds to One-Act for 2021-2022. One-Act received \$2,000 in September 2021 Transfer

10. FINANCIAL REPORTS AND CLAIMS

Motion to approve the financial report as presented, including monthly expenditures, which reflects the current financial standing of the District. Passed with a motion by Kiley Goff and a second by John Peden.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

10.1. Financial Report by Report

10.2. Financial Claims

11. DISCUSS, CONSIDER AND TAKE ACTION ON WAYPOINT SAFE DEPOSIT BOX SIGNATURE CARD

Motion to approve signature card for Waypoint Safe Security Box as presented Passed with a motion by John Peden and a second by Kiley Goff.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

12. DISCUSS, CONSIDER AND TAKE ACTION ON REVISED POLICY 2009: PUBLIC PARTICIPATION AT THE BOARD MEETINGS

Motion to approve revised policy 2009 Passed with a motion by Ann Burkholder and a second by Judy Eggleston.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

13. SUPERINTENDENT EVALUATION

Board members were provided with an evaluation tool after the October regular board meeting to complete their individual evaluation of the Superintendent. These individual evaluations were compiled for the final evaluation to be presented to the Superintendent. The Superintendent job description was attached for guidance during the evaluation process

This did not take place. The evaluation tool was not ready and was not sent out. Will take place during the December meeting.

14. DISCUSSION

14.1. Committee Reports

14.2. Findings of Superintendent Plan

Ms. Simpson explained to the board her next steps in her Superintendent Plan. Through focus groups, data analysis and reviews conducted by NDE she believes some strong action plans and systems designed for student improvement will be able to address areas of concern.

14.3. Facility Improvement Plan

15. AGENDA SETTING AND FUTURE MEETINGS

- Monday, December 13, 2021, Regular Board of Education Mtg, 7pm
- Monday, January 17, 2022, Regular Board of Education Mtg, 7pm

16. ADJOURNMENT

Motion to adjourn the meeting at 8:59pm Passed with a motion by Judy Eggleston and a second by Ann Burkholder.

Ann Burkholder: Yea, Joel Carlson: Yea, Judy Eggleston: Yea, Kiley Goff: Yea, John Peden: Yea, Michele Starman: Yea
Yea: 6, Nay: 0

*** 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 any item on the board agenda.

The meeting was adjourned at 8:59 PM.

Ms. Angela Simpson, Superintendent
Cozad Community Schools District No. 11

5.2. Congratulations, Condolences, Correspondences

Condolences to David Crick on the passing of his sister in-law and father in-law, Patricia Davidson Harris and Derold Davidson.

Condolences to Lisa Gengenbach on the passing of her sister, Karen Lehmann.

5.3. Classified Resignations

5.4. Classified Hires

Betsy Dueland, CEEC Paraprofessional, effective 1/4/2022

5.5. Standing Reports

5.5.1. **Sub Reports**

5.5.2. **Nutrition Services SNP Claim for Reimbursement Summary**

5.5.3. **Bus Route Averages**

5.6. Salary Advancement Applications

Jacob Brummer, York College, Curriculum Development and Design, 3 hours

6. FINANCIAL REPORTS AND CLAIMS

6.1. Financial Report by Account

6.2. Financial Claims

7. DISCUSS, CONSIDER AND TAKE ACTION ON ARCHITECT CONTRACT

AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 29th day of October in the year 2021
(In words, indicate day, month and year.)

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

Cozad Community Schools, a/k/a Dawson County School District 24-0011
1910 Meridian Avenue
Cozad, NE 69130

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

Wilkins Architecture Design Planning, L.L.C.
2909 W 39th Street, Suite A
Kearney, NE 68845
208.237.5787

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

Cozad Community Schools
Elementary, Middle School & High School construction and remodel

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect to develop the program with the assistance and input from the Owner.

§ 1.1.2 The Project's physical characteristics:

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

Cozad Elementary School – 420 East 14th Street in Cozad and Cozad Middle School – 1810 Meridian Avenue in Cozad and Cozad High School – 1710 Meridian Avenue in Cozad.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

Architect, with assistance from Construction Manager, to collaborate with Owner to develop budget for the cost of the work.

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

.1 Design phase milestone dates, if any:

TBD

Init.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

Spring 2022 Bond Election

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Paragraphs deleted)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended by Owner.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Unknown at the time of the contract execution

§ 1.1.7

(Paragraphs deleted)

Intentionally deleted.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

Angela Simpson, Superintendent
Cozad Community Schools
1910 Meridian Avenue
Cozad, NE 69130
308.784.2745
angela.simpson@cozadschools.net

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

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

The school board

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

Init.

TBD

.3 Geotechnical Engineer:

TBD

.4 Paragraph deleted

.5 Other consultants and contractors:

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

Roofing Assembly Consultant
Tremco Roofing & Building Maintenance
3735 Green Road
Beachwood, OH 44122
(816) 716-7345

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Jacob M. Sertich
Wilkins Architecture Design Planning, L.L.C
2908 W 39th Street, Suite A
Kearney, NE 68845
308.991.3058
jsertich@wilkinsadp.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Lange Structural Group, L.L.C.
1919 South 40th Street
Suite 302
Lincoln, NE 68506
(402) 421-9540

.2 Mechanical Engineer:

Engineering Technologies, Inc.
825 M Street
Suite 200
Lincoln, NE 68508
(402) 476-1273

.3 Electrical Engineer:

Engineering Technologies, Inc.
825 M Street
Suite 200
Lincoln, NE 68508
(402) 476-1273

.4 Civil Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

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

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect agrees that it will exercise usual and customary professional care to determine if its designs, Construction Documents, and Services conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work as of the date of completion of the bidding (contract) documents. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, agrees that it has exercised usual and customary professional care to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design,

its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged. Design changes made necessary by laws, codes and regulations enacted after the date of completion of the bidding (contract) documents shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. This designation shall be submitted in writing for the Owner's approval. Once approved, the designated representative shall not be changed without the Owner's written authorization.

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

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. The Architect shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. Insurance coverage shall be written on an occurrence basis (except professional liability, which shall be on a claims made basis) and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least through any warranty period covering the Project but in no case for less than thirty-six (36) months after the Date of Substantial Completion of the Project or after the date of Termination of this Agreement, whichever period ends later.

§ 2.6.1 Commercial General Liability with policy limits of not less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.6.2 Automobile Liability insurance covering vehicles owned, and hired and non-owned vehicles used, by the Architect, its employees, and agents with policy limits of not less than \$2,000,000 combined single limit 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. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its automobile insurance policies to memorialize the same.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial umbrella/excess liability insurance policies to memorialize the same.

§ 2.6.4 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its workers compensation insurance policies to memorialize the same.

§ 2.6.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. On behalf of itself and its employers' liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its employers' liability insurance policies to memorialize the same.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The coverage required in this section shall be maintained for at least 5 years following termination of the contract.

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

§ 2.6.8 The Architect shall provide written notification to the Owner no less than 30 days prior to the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

§ 2.6.9 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.6 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.6 a material breach of the Architect's obligations under this Contract.

§ 2.6.10 All of the coverage limits stated in this Section 2.6 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

§ 2.6.11 The Architect's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

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

§ 3.1.2 The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by

the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval, provided that the Architect notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

§ 3.1.6 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall, in coordination with the Construction Manager, respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that all work performed by the Architect and any consultants of the Architect shall fully comply with all such laws, codes and regulations in a manner consistent with industry standards. In the event that the Project fails to comply with any law, code or regulation in a manner consistent with industry standards, and such failure is not due to the Construction Manager's failure to comply with the Contract Documents, then the Architect shall be responsible to the Owner for any damages, including costs of replacement, lost income and all other direct and indirect costs associated with such failure.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project.

The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

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

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

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

§ 3.5.2 The Architect shall prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. If the architect does not reject non-conforming Work, the Architect shall demand in writing that the Construction Manager bring the non-conforming Work into compliance with the Contract Documents; and, if the Construction Manager's efforts to do so are not begun and completed expeditiously, the Architect shall report that failure to the Owner in writing, stating: (a) the problem; (b) the reasons for the actions taken by the Architect; (c) what, if any, response has been forthcoming from the Construction Manager; and (d) what actions by the Owner and/or Construction Manager are needed or expected. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Construction Manager.

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

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The Additional Services listed below are not included in Basic Services but may be required for the Project. The Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect’s belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
<i>(Rows deleted)</i>	
§ 4.1.1.1 Tenant-related services	Not Provided
<i>(Rows deleted)</i>	
§ 4.1.1.2 Commissioning	Not Provided
§ 4.1.1.3 Sustainable Project Services	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.4 Historic preservation	Not Provided
§ 4.1.1.5 Furniture, furnishings, and equipment design	Not Provided

(Rows deleted)

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

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

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

(Paragraphs deleted)
authorization.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

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

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

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

§ 5.8 Intentionally deleted.

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

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that it knows relate to or affect the Architect's services or professional responsibilities or shall notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project within a reasonable amount of time. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as part of the Basic Services, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

§ 7.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 7.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

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

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

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

§ 8.1.1 Intentionally omitted.

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

(Paragraphs deleted)

§ 8.2 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder

to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended, unless a contrary definition is set forth or inferable from this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials upon the prior written approval of the Owner. The Architect shall be given reasonable access to the completed Project to make such representations. The Architect's materials shall not include the Owner's confidential or proprietary information, and the Architect shall not take or use photographs which include pictures of the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. . The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

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

§ 10.11 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 10.12 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 10.13 The Architect shall defend, indemnify, and hold the Owner harmless as follows:

.1 Indemnification by Architect – Non-Professional Acts: To the fullest extent permitted by Laws and Regulations, Architect shall indemnify, defend, and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Architect or Architect's officers, directors, members, partners, agents, employees, or Consultants, and for any patent, copyright or trademark infringement attributable to the Architect's services.

.2 Indemnification by Architect – Professional Acts: Architect shall indemnify and hold harmless Owner and the Owner's officers and employees from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of Architect, its employees and its consultants in the performance of professional services under this Agreement. Architect's obligation to indemnify and hold harmless the Owner and the Owner's officers and employees does not include a duty to defend.

§ 10.14 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation

for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

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

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

§ 10.17 Architect's federal employer identification number is: 90-0000144.

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

§ 10.19 When present on Owner's property, Architect and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

- .1 carry photo identification;
- .2 not smoke or otherwise use tobacco;
- .3 not use, or be under the influence of, alcohol or drugs;
- .4 not carry a firearm or other weapon; and
- .5 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 10.20 Architect shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

§ 10.21 The Architect, in the performance of its professional services consistent with the industry standard of care, shall not knowingly or negligently design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 10.22 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Jacob Sertich and Derek Kotschwar. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's

proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven and One-Half Percent (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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

Managing Principal	\$200.00
Professional	\$175.00
Technical	\$125.00
Professional Support	\$ 75.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect
(Paragraphs deleted)

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

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty-five	percent (25	%)

Construction Documents Phase	Thirty	percent (30	%)
Bidding	Five	percent (5	%)
Construction Phase	Twenty		20	
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Managing Principal	\$200.00
Professional	\$175.00
Technical	\$125.00
Professional Support	\$ 75.00

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally deleted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Additional Insurance: Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants, provided that the Architect shall provide notice to the Owner in writing when such circumstances exist prior to incurring such an expense;
- .9 Intentionally deleted; and
- .10 Site office

(Paragraphs deleted)
expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants, plus 7.5% of the expenses incurred.

§ 11.9

(Paragraphs deleted)
Intentionally deleted.

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 Intentionally deleted.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.6 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.6, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§ 12.2 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement. If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's bidding/contract documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original bidding/contract documents. In no event will the Architect be responsible for any cost or expense that provides betterment, or upgrades, or enhances the value of the Project.

§ 12.3 The Owner's approval of the Schematic Design Documents, the Design Development Documents, Drawings and Drawings and Specifications and any other Construction Document and Contract Document shall be deemed to be approval of the concepts therein, but not approval of the means, techniques or particular material recommended by the Architect for the Project.

§ 12.4 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

Init.

.3 Exhibits:

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

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

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

.4 Other documents:

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

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

OWNER *(Signature)*

Angela Simpson Superintendent
(Printed name and title)



ARCHITECT *(Signature)*

Jacob Sertich Managing Partner
(Printed name, title, and license number, if required)

8. **RESIGNATION OF CERTIFICATED STAFF AT THE END OF THE 2021-2022 CONTRACT YEAR**
9. **DISCUSS, CONSIDER AND TAKE ACTION CONSTRUCTION MANAGER AT RISK**
10. **DISCUSS, CONSIDER AND TAKE ACTION ON NEW BOARD POLICY 4063 AND REVISED POLICIES 6004, 6013 and 6020**
 - 10.1. **Policy 4063: Extra Duty and Extended Contract Assignments for Certificated Staff**

KSB optional policy

4063

Extra Duty and Extended Contract Assignments for Certificated Staff

This policy details the methods of payment for performance of extra duty and extended contract assignments by certificated staff members. Noncertificated staff should refer to their individual employment contracts regarding service hours and payment for extracurricular sponsorship activities which may be assigned to the employee by the district.

Extra Duty Assignments

Certificated staff members may be assigned extra duties such as coaching a sport, sponsoring a student club, or directing other extracurricular activities. Extra duty assignments shall be assigned at the discretion of the administration.

Full time certificated staff who are anticipated to work more than 1100 hours each school year are expected to work additional hours each month of the contract year in fulfillment of their extra duty assignments. Part-time certificated staff who are anticipated to spend fewer than 1100 hours in their regular teaching assignments each school year must track the hours they spend on extra duty assignments and submit those hours to the district bookkeeper monthly.

Certificated staff covered by the collective bargaining agreement between the board and the local education association will be paid the salary amounts set in that contract for performance of their extra duties.

Subject to the other provisions of this policy, certificated employees assigned to extra duty assignments shall be paid in 12 equal installments beginning with the first regular pay period of the contract year in which the services will be rendered. The payment for exempt employees assigned extra duty sponsorship duties after the beginning of their contract for a given school year shall be distributed evenly across the remaining pay periods for the school year beginning with the first pay period following the assignment.

Certificated employees who are assigned extra duties will be informed of that assignment in an assignment letter.

In addition to their regular teaching duties, teachers with extra duty will render service hours toward the performance of each of their extra duty assignments throughout the entirety of the contract year. This time should include tasks such as: continuously reviewing best practices for coaching/sponsoring your extra duty; determining any off-season professional

development or meetings which you should attend; determining any pre-season or pre-event camps or activities which students should attend; supervising selected pre-season camps or activities; creating records and completing paperwork related to the extra duty; communicating with selected media outlets about the extra duty; training and preparing students prior to the beginning of the competition/activity/event schedule; reviewing or planning the competition/event schedule; studying film, selecting music or scripts, designing sets and costumes, arranging choreography and otherwise preparing for the competition or season; scheduling student meetings and events; actively supervising participating students before, during and after the season/event; study of best practices in sportsmanship and student character growth; and any other identified duties.

In the event a certificated staff member is assigned an extra duty assignment after the beginning of the school year in which the activity occurs, the district will report the extra duty pay and hours to the Nebraska State Retirement System beginning in the month when the teacher undertakes his/her assignment.

In the event a certificated staff member's overall employment and/or extra duty assignment is terminated prior to the end of the school year, he/she will not be paid any remaining amounts for extra duty service and those hours will not be reported to the Nebraska State Retirement System.

Extended Contract Days

If a certificated staff member is assigned extended contract days, that assignment shall be included in his/her individual employment contract with the board of education. Staff shall be compensated for assigned extended contract days at the individual employee's daily contract rate calculated by dividing his/her regular salary by the number of contract days set by the board for all certificated teaching staff.

Unless otherwise directed by the administration, extended contract days shall be completed prior to the first regular duty day for teachers for the impending contract year. Teachers must document their completion of extended contract days on the form provided by the office and submit that form to their direct supervisor at the end of each month.

Payment for Extended Contract Days

Teachers assigned to extended contract days shall be paid for that assignment in 12 equal installments beginning with the first regular pay day of the contract year in which the services are rendered.

Adopted on: 12/13/2021

Revised on: _____

Reviewed on: _____

10.2. **Policy 6004: Curriculum Development**

Optional KSB revised policy to include an introduction that emphasizes the role of local control in adopting a curriculum for the district, and we also make it explicit that the district is only obligated to adopt the state standards for language arts, mathematics and science.

6004 Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated textbooks on the following schedule.

SCHOOL YEAR	K-12 REVIEW	
2026-2027	Foreign Language Fine Arts/Music	
2021-2022	K-12 Language Arts	
2022-2023	Math	
2026-2027	Technology	
2024-2025	Science	
2023-2024	Physical Ed/Health	
2022-2023 2023-2024	Foreign Language Vocational Fine Arts/Music	

Adopted on: 12/13/2021

Revised on: _____

Reviewed on: _____

10.3. **Policy 6013: Teaching Controversial Issues**

Optional KSB revision of this policy to provide a definition of that term, which we hope will encourage teachers to be cautious about wading into topics which could provoke a backlash from the community

6013

Teaching Controversial Issues

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the criteria contained in this policy. Controversial issues may be questions, subjects, or problems which can create a difference of opinion. They can include issues which may have political, social, environmental, or personal impacts on pupils and/or the wider community: locally, nationally or internationally. Often they have no easy answer, in part, because solutions may be based on an individual's personal values and beliefs.

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or a school device. However, a teacher shall not be prohibited from

expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: 5/17/2021

Revised on: 12/13/2021

Reviewed on: _____

10.4. **Policy 6020: Multicultural Education**

Optional KSB revision to the policy to include references to the district's obligation to teach American exceptionalism and civics as an attempt to reassure concerned patrons that we won't be teaching students conflicting ideals.

6020 Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The district's multicultural education curriculum will be consistent with the district's responsibility under state law to ensure that youth are given the opportunity to become competent, responsible, patriotic, and civil citizens. The district's civics curriculum and multicultural curriculum will work together to make students fully aware of the liberties, opportunities, and advantages we possess and the sacrifices and struggles through whose efforts these benefits were gained.

Philosophy, Mission, and Program Goals. The school district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The school district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

District Guides, Frameworks, or Standards. Appropriate district staff and/or committee(s) will review the school district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

Selecting Appropriate Instructional Materials. Appropriate school district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the school district's multicultural education program.

Providing Staff Development. Appropriate school district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with school district and program goals.

Periodic Assessment. Appropriate school district staff and/or committee(s) will periodically review the school district's multicultural education program by

reviewing the criteria in this policy to assess whether the school district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

Annual Status Report. The superintendent will provide the board with a report on the status of the school district's multicultural education program annually.

Adopted on: 6/15/2020

Revised on: 12/13/2021

Reviewed on: _____

11. **Discuss, consider and take all necessary action to make changes to this year's school calendar.**

12. **DISCUSS, CONSIDER AND TAKE ACTION ON THE SUPERINTENDENT EVALUATION**

Board members were provided with an evaluation tool after the November regular board meeting to complete their individual evaluation of the Superintendent. These individual evaluations were compiled for the final evaluation to be presented to the Superintendent. The Superintendent job description was attached for guidance during the evaluation process.

13. **DISCUSSION**

13.1. **Facilities**

13.2. **Staffing**

13.3. **Parent Teacher Conference Survey**

13.4. **Superintendent Transition Plan**

13.5. **NSCAS Data**

13.6. **Crisis Plan**

14. **AGENDA SETTING AND FUTURE MEETINGS**

- Monday, January 17, 2022, Board of Education Regular Meeting, 7pm
- Monday, February 14, 2022, Board of Education Regular Meeting, 7 pm

15. **ADJOURNMENT**

* **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 any item on the board agenda.