

Board of Education Regular Meeting

Monday, January 18, 2016 7:30 PM

Distance Learning Room at the Palmyra District OR-1 Public Schools

50 Dogwood

Bennet, NE 68317

1. Call to Order
2. Open Meetings Act Posting
3. Organization of the Board
 - 3.1. Elections - Superintendent Temporary Chairman
 - 3.2. Appointment of committees, positions, & designations
4. Consent Agenda
 - 4.1. Approval of minutes of previous meetings
 - 4.2. Approval of Claims/Payment of Bills and Payroll
 - 4.3. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)
 - 4.3.1. Presentation, discussion and or official action to ratify a teaching contract for School Psychologist Tracy Pella
 - 4.4. Financial Report
5. Public Comment
6. Administrative Reports
 - 6.1. Superintendent Report
 - 6.2. High School Principal
 - 6.3. Elementary Principal
7. Discussion Items- Committee Reports
 - 7.1. February 15, 2016 Board of Education regarding the Affordable Health Care Act
 - 7.2. North parking lot lighting
 - 7.3. Regulations and policy regarding drones and school designated areas
 - 7.4. Negotiations Committee meeting dates
 - 7.5. Bennet rental house and existing Pre-K buildings
8. Action Items
 - 8.1. Presentation, discussion and or official action regarding Construction Change Orders and Construction Change Directives.
 - 8.2. Presentation, discussion and or official action regarding (a) enhanced construction administration services or (b) owner's representation services from a third party for observation and supervision of the Work of the Bennet and Palmyra construction projects.
9. Board of Education Development
10. Topics for Next Month's Agenda
11. Adjournment

Chairperson

Superintendent

Board of Education Regular Meeting

December 14, 2015 7:00 PM

Distance Learning room at the Palmyra District OR-1 Public Schools

Attendance Taken at 7:00 PM:

Present Board Members:

Jaimi Calfee
Doug Church
Kipp Haight
Clayton Maahs
Susan Steward

Absent Board Members:

Kevin Schroder

Updated Attendance:

Jaimi Calfee was updated to present at: 7:25 PM

A. Call to Order

Discussion:

The meeting was called to order by President Maahs at 7:01 p.m. December 14, 2015.

B. Open Meetings Act Posting

C. Staff Presentation regarding research from the curriculum committee.

Discussion:

Mr. Chaffee presented information regarding the research conducted by the Curriculum Committee regarding grading scale, community service and graduation requirements. The recommendation of the committee is to take no action as our systems are working well and allowing for student choice including dual credit work during their junior and senior year. Our district is similar to the majority of districts as sampled by Mr. Chaffee and Mr. Bottrell. Mr. Chaffee answered questions about the process, our requirements and comments about community service opportunities. The Board of Education thanked Mr. Chaffee and the entire committee for their work.

D. Consent Agenda

Motion Passed: Motion to approve the consent agenda as presented passed with a motion by Doug Church and a second by Kipp Haight.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

D.1. Approval of minutes of previous meetings

Discussion:

Susan asked for a spelling correction to be made to the 151109 minutes.

D.2. Approval of Claims/Payment of Bills and Payroll

Discussion:

Susan asked why the Voice News bill did not total correctly. Mr. Hanger informed the Board that the accounting software totals the claims by invoice and individual claim so that the account payable total should be correct. Mr. Hanger added that he would ensure it is correct prior to issuing payment.

D.3. Financial Report

E. Public Comment

Discussion:

Also present were Mr. Kelley Baker, Jay Spearman representing Ameritas, Tim Ripp and Adam Post representing Clark Enersen and Barry Ballou representing the Nebraska Liquid Asset Fund.

F. Administrative Reports

Discussion:

Administrative reports were given by Mr. Hanger and Mrs. Walter. Mr. Bottrell attended the winter concert at Palmyra High School.

F.1. Superintendent Report

F.2. High School Principal

F.3. Elementary Principal

G. Discussion Items- Committee Reports

G.1. Future working meeting dates

Discussion:

Tim Ripp and Adam Post from Clark Enersen presented information and documents regarding construction. Tim presented a work plan with potential meeting dates for the Board. Meetings were scheduled for January 11, January 25, and February 22 with Regular Board meetings on January 18 and February 8. Tim suggested that the Building Committee have a presence at the pre-bid meetings. Tim offered information on alternative bids and asked for the Board to review the spreadsheet provided with costs for each of those potential bid items. Adam Post presented information related to the plans for the buildings at the early stages of design work. Kelley Baker will inform the Board as to the best strategy to conduct the upcoming meetings.

G.2. NASB State Conference Report

Discussion:

Clayton, Kevin and Doug attended the State conference. Clayton commented that the speakers offered excellent information. Board members attended the session that offered information about construction delivery methods and took note of the caveats offered by the presenters. Doug thought that this was the best attended conference that he has been to and added that everyone should try to attend.

G.3. Transportation Committee meeting dates

Discussion:

The committee will attempt to get together the first part of January.

H. Action Items

H.1. Presentation, discussion and or official action authorizing the issuance of the Series 2015 Voted General Obligation Building Bonds.

Motion Passed: Motion authorizing the issuance of the Series 2015 Voted General Obligation Building Bonds passed with a motion by Doug Church and a second by Jaimi Calfee.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	No

Discussion:

Jay Spearman presented information related to the issuance of bonds in the amount of \$1,830,000.00. Jay discussed bank qualification and noted that if entities issue less than ten million dollars per year it saves interest cost. If the school were to issue more than that amount it limits the buyers and therefore raises the interest rates. Issuing the amount specified by the resolution in December of 2015 will keep the issue bank qualified and allow the remaining amount to be issued in 2016. This allows the district to have an opportunity to save on the cost of capitalized interest.

H.2. Presentation, discussion and or official action to approve the resolution authorizing participation in the Nebraska Liquid Asset Fund.

Motion Passed: Motion to to approve the resolution approving participation in the Nebraska Liquid Asset Fund passed with a motion by Kipp Haight and a second by Doug Church.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

Discussion:

Barry Ballou presented information related to the NLAf. Barry mentioned that he presented information at the December 7, 2015 work session. If the resolution is approved then membership would be in place prior to Tuesday December 22.

H.3. Presentation, discussion and or official action to receive the 2015 Audit Report

Discussion:

Mr. Hanger informed the Board members that the audit process was positive and no significant findings were noted. Mr. Hanger thanked Karen Hatcher for her work to prepare for the audit and for maintaining sound accounting practices throughout the year.

H.4. Presentation, Discussion and or Official action to receive the Annual Rule 10 Report.

Motion Passed: Motion to receive the Annual Rule 10 Report passed with a motion by Jaimi Calfee and a second by Doug Church.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

Discussion:

Mr. Hanger reported that the Rule 10 report is required by the State of Nebraska and by Board of Education Policy.

H.5. Presentation, discussion and or official action to approve the Collective Bargaining Agreement with District OR-1 Certified Staff.

Motion Passed: Motion to approve the Collective Bargaining Agreement with District OR-1 Certified Staff as presented passed with a motion by Kipp Haight and a second by Susan Steward.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

H.6. Presentation, discussion and or official action to approve the Palmyra Site Survey proposal.

Motion Passed: Motion to approve the Palmyra Site Survey proposal as presented passed with a motion by Jaimi Calfee and a second by Kipp Haight.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

Discussion:

Mr. Hanger reported that the information reported is required by the State of Nebraska and Board policy.

I. Closed Session

I.1. Collective bargaining.

Motion Passed: Motion that the Board of Education enter into closed session for the purposes of discussion of strategy with respect to negotiation and collective bargaining with recognized bargaining units of compensation and terms and conditions of employment and for the protection of the public interest and the school district's best interest in compliance with the law. The Board invited Mr. Hanger and Mr. Baker into the closed session passed with a motion by Jaimi Calfee and a second by Doug Church.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

Discussion:

The board entered into closed session at 9:48 p.m.

I.2. Leave executive session.

Motion Passed: Motion to leave executive session at: 10:09 p.m. passed with a motion by Jaimi Calfee and a second by Susan Steward.

Jaimi Calfee	Yes
Doug Church	Yes
Kipp Haight	Yes
Clayton Maahs	Yes
Kevin Schroder	Absent
Susan Steward	Yes

J. Board of Education Development

J.1. Legislative Issues Conference January 31 and February 1

Discussion:

Clayton has attended these in the Past and they have provided valuable information regarding the upcoming legislative session.

J.2. Budget and Finance Workshop February 1

Discussion:

The Board reviewed dates and times for the upcoming workshop opportunity.

J.3. Board of Education Work Session February 1

Discussion:

Design meetings will take place on January 11 and January 25 at 5:30 p.m. A meeting has also been scheduled for February 22.

J.4. School Psychologist services

Discussion:

Superintendent Hanger informed the Board that it will be necessary to advertise the current opening for a school psychologist. Currently services are being provided on a temporary basis by ESU 4 personnel.

J.5. Board of Education Tour dates and times

Discussion:

The Board established tour dates to include Wednesday December 16th departing at 1:00 p.m. for Friend and Centennial and Monday December 21 departing for Freeman, Weeping Water and Louisville at 8:00 a.m. These meetings are the result of a need to reschedule the original November 30 meeting which was cancelled due to weather.

K. Topics for Next Month's Agenda

Discussion:

Election of Officers, Construction update and working meetings on the first Monday of each month.

The January Regular Board of Education meeting is scheduled for January 18, 2015.

L. Adjournment

Discussion:

The meeting was duly adjourned at 10:15 p.m.

Work Session-Board of Education

December 16, 2015 1:00 PM

Palmyra

A. Call to Order

Discussion:

The Board Chair reminded members of the Open Meetings act.

Present Board Members:

Doug Church

Jaimi Calfee

Clayton Maahs

Susan Steward

Also present were representatives from Clark Enersen Partners.

Absent Board Members:

Kipp Haight

Kevin Schroder

B. Non Action Items

B.1. Itinerary

Discussion:

The Board departed from Palmyra at 1:02 p.m. to tour Friend and Centennial and returned at 5:56 p.m.

C. Next Regular Meeting: January 18, 2016

D. Adjournment

The Board returned to Palmyra and adjourned at 5:56 p.m.

Work Session-Board of Education

December 21, 2015 8:00 AM
Palmyra

Attendance Taken at 8:00 AM:

Present Board Members:

Jaimi Calfee

Doug Church

Clayton Maahs

Susan Steward

Also Present were representatives from Clark Enersen Partners.

Absent Board Members:

Kipp Haight

Kevin Schroder

Updated Attendance:

Susan Steward was updated to present at 10:45 a.m.

A. Call to Order

B. Non Action Items

B.1. Itinerary

8:00 a.m. Depart Palmyra

9:00 a.m. Tour Freeman facility

11:00 a.m. Tour Weeping Water facility

1:00 p.m. Tour Louisville facility

Discussion:

Susan Steward joined Board members at Weeping Water to tour their facility at 10:45 a.m.

C. Next Regular Meeting

D. Adjournment

Discussion:

The Meeting was Duly Adjourned at 1:15 p.m. December 21, 2015.

Board of Education Special Meeting

January 11, 2016 5:30 PM

Library at the Bennet Elementary School 50 Dogwood Street, Bennet, NE

Attendance Taken at 5:35 PM:

Present Board Members:

Jaimi Calfee

Doug Church

Kipp Haight

Clayton Maahs

Kevin Schroder

Susan Steward

Also Present were personnel from Clark Enersen Partners and Mrs. Walter Bennet Elementary Principal.

Updated Attendance:

Jaimi Calfee was updated to present at: 5:35 PM

A. Call to Order

Discussion:

The meeting was called to order at 5:34 p.m.

B. Open Meetings Act Posting

C. Action Items

C.1. Presentation, discussion and or official action regarding building construction and design decisions and determinations.

Discussion:

Clark Enersen personnel presented information regarding construction and design plans for the project. Information included design plans for new construction and renovation of current space. Clark Enersen personnel presented information regarding flooring systems for new and old space as well as paint schemes and color options. Clark Enersen personnel also presented information on mechanical systems and lighting. The Board reviewed preliminary plans for the Bennet and Palmyra facilities. Members of the Board offered suggestions on a variety of topics to further define design options.

C.2. Presentation, discussion and or official action regarding Construction Change Orders and Construction Change Directives.

Discussion:

The Board requested to place this item on the January 18 agenda. Superintendent Hanger informed the Board that he will request further clarification from Rex Schultze representing the Perry Law Firm.

C.3. Presentation, discussion and or official action regarding (a) enhanced construction administration services from the architecture firm or (b) owner's representation services from a third party for observation and supervision of the Work of the Bennet and Palmyra construction projects.

Discussion:

The Board indicated interest in examining the possibility of an owner's representative. The item will be placed on the January 18 agenda.

C.4. Presentation, discussion and or official action establishing construction staging areas.

Discussion:

The Board requested that Superintendent Hanger obtain information regarding the existing Pre-K building and the Bennet rental property for presentation at a later meeting. Mr. Hanger informed the Board that he would consult with legal counsel regarding various options for the buildings and with Clark Enersen regarding specifics for staging areas.

D. Closed Session

E. Next Regular Meeting

F. Adjournment

Discussion:

The meeting was duly adjourned at 8:33 p.m.

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 01 GENERAL FUND				
<u>Current Assets</u>				
01 101	CASH IN BANK	1,587,627.64	(272,830.08)	1,314,797.56
01 110	Receivable Account	0.00	0.00	0.00
	Current Assets Subtotal:	<u>1,587,627.64</u>	<u>(272,830.08)</u>	<u>1,314,797.56</u>
<u>Other Assets</u>				
01 390	Budgeted Revenue	5,774,110.00	0.00	5,774,110.00
01 392	Less: Revenue Received	(1,136,610.04)	(198,526.77)	(1,335,136.81)
	Other Assets Subtotal:	<u>4,637,499.96</u>	<u>(198,526.77)</u>	<u>4,438,973.19</u>
	Total Assets and Deferred Outflows of Resources:	<u>6,225,127.60</u>	<u>(471,356.85)</u>	<u>5,753,770.75</u>
<u>Current Liabilities</u>				
01 402	Accounts Payable	0.00	0.00	0.00
01 450	PAYROLL DEDUCTION PAYABLE	1,183.12	0.00	1,183.12
01 451	FICA PAYABLE	0.00	0.00	0.00
01 452	FIT PAYABLE	0.00	0.00	0.00
01 453	INSURANCE PAYABLE	758.12	0.00	758.12
01 454	RETIREMENT PAYABLE	0.00	0.00	0.00
01 455	SIT PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>1,941.24</u>	<u>0.00</u>	<u>1,941.24</u>
<u>Other Liabilities</u>				
01 603	Encumbrance Commitments	0.00	0.00	0.00
01 690	Budgeted Expenditures	6,145,474.00	0.00	6,145,474.00
01 692	Less: Expenditures to Date	(1,534,276.08)	(471,356.85)	(2,005,632.93)
01 694	Less: Encumbrance Commitments	0.00	0.00	0.00
01 696	Less: Outstanding Accounts Pa	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>4,611,197.92</u>	<u>(471,356.85)</u>	<u>4,139,841.07</u>
<u>Fund Balance</u>				
01 704	Fund Balance - Regular Unspent	1,983,352.44	0.00	1,983,352.44
01 705	Budgeted Fund Balance	(371,364.00)	0.00	(371,364.00)
01 999	Suspense Account	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>1,611,988.44</u>	<u>0.00</u>	<u>1,611,988.44</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u>6,225,127.60</u>	<u>(471,356.85)</u>	<u>5,753,770.75</u>

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 02 Depreciation				
<u>Current Assets</u>				
02 101	CASH	395,200.73	220.95	395,421.68
	Current Assets Subtotal:	395,200.73	220.95	395,421.68
<u>Other Assets</u>				
02 390	BUDGETED REVENUE	0.00	0.00	0.00
02 392	LESS: REVENUE RECEIVED	0.00	(220.95)	(220.95)
	Other Assets Subtotal:	0.00	(220.95)	(220.95)
Total Assets and Deferred Outflows of Resources:		395,200.73	0.00	395,200.73
<u>Current Liabilities</u>				
02 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
02 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
02 603	ENCUMBRANCES	0.00	0.00	0.00
02 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
02 692	LESS: EXPENDITURES TO DATE	(5,915.19)	0.00	(5,915.19)
02 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(5,915.19)	0.00	(5,915.19)
<u>Fund Balance</u>				
02 704	FUND BALANCE	401,115.92	0.00	401,115.92
02 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	401,115.92	0.00	401,115.92
Total Liabilities, Deferred Inflows of Resources, and Fund Equity:		395,200.73	0.00	395,200.73

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 03 Unemployment				
<u>Current Assets</u>				
03 101	CASH	18,333.35	13.50	18,346.85
03 106	SAVINGS CERTIFICATES	20,000.00	0.00	20,000.00
	Current Assets Subtotal:	<u>38,333.35</u>	<u>13.50</u>	<u>38,346.85</u>
<u>Other Assets</u>				
03 390	BUDGETED REVENUE	0.00	0.00	0.00
03 392	LESS: REVENUE RECEIVED	(5.05)	(13.50)	(18.55)
	Other Assets Subtotal:	<u>(5.05)</u>	<u>(13.50)</u>	<u>(18.55)</u>
	Total Assets and Deferred Outflows of Resources:	<u><u>38,328.30</u></u>	<u><u>0.00</u></u>	<u><u>38,328.30</u></u>
<u>Current Liabilities</u>				
03 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
03 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
03 603	ENCUMBRANCES	0.00	0.00	0.00
03 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
03 692	LESS: EXPENDITURES TO DATE	0.00	0.00	0.00
03 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Fund Balance</u>				
03 704	FUND BALANCE	38,328.30	0.00	38,328.30
03 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>38,328.30</u>	<u>0.00</u>	<u>38,328.30</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u><u>38,328.30</u></u>	<u><u>0.00</u></u>	<u><u>38,328.30</u></u>

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 06 Hot Lunch				
<u>Current Assets</u>				
06 101	CASH	82,346.85	(1,331.12)	81,015.73
	Current Assets Subtotal:	<u>82,346.85</u>	<u>(1,331.12)</u>	<u>81,015.73</u>
<u>Other Assets</u>				
06 390	BUDGETED REVENUE	0.00	0.00	0.00
06 392	LESS: REVENUE RECEIVED	(62,899.99)	(20,493.89)	(83,393.88)
	Other Assets Subtotal:	<u>(62,899.99)</u>	<u>(20,493.89)</u>	<u>(83,393.88)</u>
	Total Assets and Deferred Outflows of Resources:	<u><u>19,446.86</u></u>	<u><u>(21,825.01)</u></u>	<u><u>(2,378.15)</u></u>
<u>Current Liabilities</u>				
06 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
06 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
06 603	ENCUMBRANCES	0.00	0.00	0.00
06 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
06 692	LESS: EXPENDITURES TO DATE	(78,417.26)	(21,825.01)	(100,242.27)
06 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>(78,417.26)</u>	<u>(21,825.01)</u>	<u>(100,242.27)</u>
<u>Fund Balance</u>				
06 704	FUND BALANCE	97,864.12	0.00	97,864.12
06 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>97,864.12</u>	<u>0.00</u>	<u>97,864.12</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u><u>19,446.86</u></u>	<u><u>(21,825.01)</u></u>	<u><u>(2,378.15)</u></u>

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 07 Bond				
<u>Current Assets</u>				
07 101	CASH	340,421.55	(305,258.30)	35,163.25
	Current Assets Subtotal:	<u>340,421.55</u>	<u>(305,258.30)</u>	<u>35,163.25</u>
<u>Other Assets</u>				
07 390	BUDGETED REVENUE	0.00	0.00	0.00
07 392	LESS: REVENUE RECEIVED	(104,130.37)	(1,127.95)	(105,258.32)
	Other Assets Subtotal:	<u>(104,130.37)</u>	<u>(1,127.95)</u>	<u>(105,258.32)</u>
	Total Assets and Deferred Outflows of Resources:	<u>236,291.18</u>	<u>(306,386.25)</u>	<u>(70,095.07)</u>
<u>Current Liabilities</u>				
07 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
07 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
07 603	ENCUMBRANCES	0.00	0.00	0.00
07 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
07 692	LESS: EXPENDITURES TO DATE	0.00	(306,386.25)	(306,386.25)
07 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>0.00</u>	<u>(306,386.25)</u>	<u>(306,386.25)</u>
<u>Fund Balance</u>				
07 704	FUND BALANCE	236,291.18	0.00	236,291.18
07 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>236,291.18</u>	<u>0.00</u>	<u>236,291.18</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u>236,291.18</u>	<u>(306,386.25)</u>	<u>(70,095.07)</u>

Balance Sheet
 Period Ending: December 2015
 Monthly; Processing Month 12/2015

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
Fund: 08 Special Building FUnd				
<u>Current Assets</u>				
08 101	CASH	417,234.18	(20,805.03)	396,429.15
08 106	SAVINGS CERTIFICATES	50,000.00	0.00	50,000.00
	Current Assets Subtotal:	<u>467,234.18</u>	<u>(20,805.03)</u>	<u>446,429.15</u>
<u>Other Assets</u>				
08 390	BUDGETED REVENUE	0.00	0.00	0.00
08 392	LESS: REVENUE RECEIVED	(46,556.19)	(746.95)	(47,303.14)
	Other Assets Subtotal:	<u>(46,556.19)</u>	<u>(746.95)</u>	<u>(47,303.14)</u>
	Total Assets and Deferred Outflows of Resources:	<u><u>420,677.99</u></u>	<u><u>(21,551.98)</u></u>	<u><u>399,126.01</u></u>
<u>Current Liabilities</u>				
08 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
08 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
08 603	ENCUMBRANCES	0.00	0.00	0.00
08 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
08 692	LESS: EXPENDITURES TO DATE	(21,346.18)	(21,551.98)	(42,898.16)
08 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>(21,346.18)</u>	<u>(21,551.98)</u>	<u>(42,898.16)</u>
<u>Fund Balance</u>				
08 704	FUND BALANCE	442,024.17	0.00	442,024.17
08 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>442,024.17</u>	<u>0.00</u>	<u>442,024.17</u>
	Total Liabilities, Deferred Inflows of Resources, and Fund Equity:	<u><u>420,677.99</u></u>	<u><u>(21,551.98)</u></u>	<u><u>399,126.01</u></u>

**SUPERINTENDENTS REPORT
REGULAR BOARD MEETING
160118**

A. Consent Agenda

Building Fund: BT Construction \$4950.00 Bennet south gym doors replacement.
Construction Fund: \$74,408.30 Clark Enersen Partners schematic design and printing.

B. General Fund claims:

Bank of America: 328.87 Conference lodging and After School/Rec program supplies.
BOK Financial: \$750.00 BOK Financial is the Registrar and Paying Agent for the bonds.
BOKF is also responsible for the continuing disclosure information that the District is required to submit each year.

Capitol City Electric: \$2146.44 Emergency light batteries and switches in Bennet and Palmyra as identified by the safety audit.

Car Quest: \$133.43 Replacement V belts and ice scrapers for buses.

City Clock: \$16.50 replacement time clock ribbon.

Dillon Remodel and Design? \$100.00 Repair of rural mailbox and pole damaged on bus route.

Ekstrum Auto Tech: \$2208.80 Bus 08 seal beam bulb, entry door motor and wiper blades, bus 02 stop lamp bulb, fender skirt, seal beam bulb and head light, bus 07 red flasher bulb thermostat replacement, strobe assembly, left front turn light assembly, bus 06 strobe light assembly, GMC pickup headlight and sway bar assembly.

Green's Plumbing: \$2894.99 repair of Palmyra couplings and ball valve, faucet and drinking fountain replacement at Bennet Elementary.

Hamilton Service: \$10,375.23 Bennet Elementary thermostat replacement, grade one heat pump diagnostics and replacement, site glass and expansion repair, Palmyra exhaust pipe repair, steam table repair, air handling unit repair.

InSight Program P.C.: \$1692.52 Employee Assistance annual renewal fee.

LTR: \$2039.60 Repair of bus 04 front and side windows where frame had pulled away from the glass, emergency brake shoes, transmission yoke and rear transmission seal.

Nebraska City Public Schools: \$5625.00 Special Education Services.

Nebraska Council of School Administrators: \$240.00 Conference registration fees.

NETS: \$1500.00 E-Meeting annual fee renewal.

Omaha World Herald: \$428.34 employment ad.

Perry Law Firm: \$4480.00 Board meeting agenda review and attendance, personnel, construction project meetings, draft bid/change order protocol.

ProQuest LLC: \$1280.00 Online database Annual renewal.

R&R Service: \$8.00 Key replacement.

Shaffer Communications: \$388.88 bus radio programming, relocate repeater.

Unity Bus Parts: \$299.87 Equipment return, did not meet transportation standards.

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Checking Account ID	1	Fund Number 01	GENERAL FUND	
01 2610 690 100	141231-#2616	ABC TERMITE & PEST CONTROL	01/18/2016	71.00
		Elem Upkeep		71.00
01 2610 690 200	141232 #2617	ABC TERMITE & PEST CONTROL	01/18/2016	90.00
		Sec Upkeep		90.00
Total	ABC TERMITE & PEST CONTROL			161.00
	8840466	ABM Janitorial-North Central, Inc	01/18/2016	2,181.67
01 2610 690 200		Sec Upkeep		2,181.67
Total	ABM Janitorial-North Central, Inc			2,181.67
	12/28	ADDED TOUCH, THE	01/18/2016	47.50
01 2310 690 000		Other Expense		47.50
Total	ADDED TOUCH, THE			47.50
	984246	AS CENTRAL SERVICES	01/18/2016	227.47
01 2224 382 000		Internet Service		227.47
Total	AS CENTRAL SERVICES			227.47
	054101953562551	BANK OF AMERICA	01/18/2016	328.87
01 3000 600 100		Other Expenses		200.00
01 2310 690 000		Other Expense		29.25
01 2510 690 000		Other Expense		99.62
Total	BANK OF AMERICA			328.87
	12/17/201	Black Hills Energy	01/18/2016	49.80
01 2610 321 100		natural gas		49.80
Total	Black Hills Energy			49.80
	12/30/15	Bok Financial	01/18/2016	750.00
01 2310 318 200		Contracted Services		750.00
Total	Bok Financial			750.00
	685/693	CAPITOL CITY ELECTRIC, INC	01/18/2016	2,146.44
01 2620 310 100		Elem Repairmen		309.60
01 2620 310 200		Sec Repairmen		1,836.84
Total	CAPITOL CITY ELECTRIC, INC			2,146.44
	KAN1014289	CARQUEST Auto Parts Stores	01/18/2016	133.43
01 2750 337 000		Tires & Parts		30.68
01 2750 337 000		Tires & Parts		102.75
Total	CARQUEST Auto Parts Stores			133.43
	12/31/15-17808	CASEY'S GENERAL STORES, INC	01/18/2016	3,624.16
01 2750 336 000		Gas & Oil		3,587.51
01 2610 410 200		Sec Supplies		36.65
Total	CASEY'S GENERAL STORES, INC			3,624.16
	mcmileage	Chaffee, Michael	01/18/2016	170.78
01 2120 670 200		Sec Travel & Mileage		170.78
Total	Chaffee, Michael			170.78
	135473	CITY CLOCK	01/18/2016	16.50

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2610 410 100		Elem Supplies		16.50
Total	CITY CLOCK			16.50
	150-1511-9950	CONTINUUM RETAIL ENERGY SERVICES, LLC	01/18/2016	1,091.17
01 2610 321 200		Fuel		622.13
01 2610 321 200		Fuel		351.03
01 3540 321 100		utilities		118.01
Total	CONTINUUM RETAIL ENERGY SERVICES, LLC			1,091.17
	8052/8043	EDUCATIONAL SERVICE UNIT #4	01/18/2016	325.00
01 2212 310 200		Sec Staff Development		20.00
01 2212 310 100		Elem Staff Development		20.00
01 2212 310 100		Elem Staff Development		20.00
01 2410 310 100		Elem Principal Development		20.00
01 1216 310 100		Professional development		35.00
01 1222 310 100		Elem Professional Dev		35.00
01 3540 671 100		Staff Development		35.00
01 1222 310 100		Elem Professional Dev		35.00
01 2410 310 100		Elem Principal Development		35.00
01 2212 310 100		Elem Staff Development		70.00
Total	EDUCATIONAL SERVICE UNIT #4			325.00
	3216	EDUCATIONAL SERVICE UNIT #5	01/18/2016	1,396.65
01 2224 382 200		Dist Lrng Connection		1,396.65
Total	EDUCATIONAL SERVICE UNIT #5			1,396.65
	8 invocies	EKSTRUM AUTO TECH INC.	01/18/2016	2,208.80
01 2750 338 000		Bus Repairs		631.70
01 2750 338 000		Bus Repairs		236.50
01 2750 338 000		Bus Repairs		570.40
01 2750 338 000		Bus Repairs		33.45
01 2750 338 000		Bus Repairs		7.25
01 2750 338 000		Bus Repairs		130.00
01 2750 338 000		Bus Repairs		449.00
01 2750 338 000		Bus Repairs		150.50
Total	EKSTRUM AUTO TECH INC.			2,208.80
	Dec/Jan fees	FIRST CONCORD BENEFITS	01/18/2016	200.00
01 2510 690 000		Other Expense		100.00
01 2510 690 000		Other Expense		100.00
Total	FIRST CONCORD BENEFITS			200.00
	866398	FREMONT INDUSTRIES, INC	01/18/2016	325.00
01 2610 690 100		Elem Upkeep		325.00
Total	FREMONT INDUSTRIES, INC			325.00
	bgded2015-16	Gabriel, Brad	01/18/2016	168.00
01 1110 230 200		Medical Ins		168.00
Total	Gabriel, Brad			168.00
	42270/42470	GREEN'S FURNACE & PLUMBING CO., INC	01/18/2016	2,894.99
01 2620 310 200		Sec Repairmen		853.75
01 2620 310 100		Elem Repairmen		2,041.24
Total	GREEN'S FURNACE & PLUMBING CO., INC			2,894.99

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	23055	HAMILTON SERVICE CO	01/18/2016	6,820.00
01 2620 310 100		Elem Repairmen		6,820.00
	23085	HAMILTON SERVICE CO	01/18/2016	440.00
01 2620 310 100		Elem Repairmen		440.00
	Nov & Dec - 6	HAMILTON SERVICE CO	01/18/2016	3,115.23
01 2620 310 100		Elem Repairmen		180.00
01 2620 310 100		Elem Repairmen		212.00
01 2620 310 100		Elem Repairmen		480.00
01 2620 310 100		Elem Repairmen		638.04
01 2620 310 200		Sec Repairmen		484.65
01 2620 310 200		Sec Repairmen		1,120.54
Total	HAMILTON SERVICE CO			10,375.23
	vh1/17/16	Hillman, Vicki	01/18/2016	51.00
01 2750 690 000		Other Expense		51.00
Total	Hillman, Vicki			51.00
	20151	INSIGHT PROGRAM, P.C., THE	01/18/2016	1,692.52
01 2510 291 000		Employee Assist Program		1,692.52
Total	INSIGHT PROGRAM, P.C., THE			1,692.52
	jkded2015-16	Jensen, Kim	01/18/2016	250.00
01 1110 230 200		Medical Ins		250.00
Total	Jensen, Kim			250.00
	12/1-19/15	KIDS ON THE GO, INC	01/08/2016	560.10
01 4404 315 100		Physical Therapy		106.50
01 1215 313 100		Elem Physical Therapy		213.00
01 4404 315 100		Physical Therapy		240.60
Total	KIDS ON THE GO, INC			560.10
	dkmileagedec	Knutson, Denise	01/08/2016	67.28
01 1110 670 100		Elem Travel & Mileage		67.28
Total	Knutson, Denise			67.28
	7042MSI	L.T.R., INC.	01/18/2016	2,039.60
01 2750 338 000		Bus Repairs		2,039.60
Total	L.T.R., INC.			2,039.60
	4269	LIFEGUARD MD, INC.	01/18/2016	134.00
01 1110 690 200		Sec Other Expense		134.00
Total	LIFEGUARD MD, INC.			134.00
	12657570	MATHESON-TRI-GAS INC	01/18/2016	152.23
01 1110 410 200		Sec Supplies		152.23
	44675-12/31/15	MATHESON-TRI-GAS INC	01/18/2016	235.63
01 1110 410 200		Sec Supplies		235.63
Total	MATHESON-TRI-GAS INC			387.86
	Aug-Dec2015	McCreight, Beth	01/18/2016	460.58
01 1110 670 100		Elem Travel & Mileage		460.58
Total	McCreight, Beth			460.58

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	89636612001	MCGRAW - HILL SCHOOL EDUCATION HOLDINGS, LLC	01/18/2016	109.84
01 1110 410 200		Sec Supplies		109.84
Total	MCGRAW - HILL SCHOOL EDUCATION HOLDINGS, LLC			109.84
	5388	MENARDS	01/18/2016	36.88
01 2610 410 200		Sec Supplies		36.88
Total	MENARDS			36.88
	smmileage 15-16	Murphy-Robb, Sandra	01/18/2016	470.93
01 1110 670 100		Elem Travel & Mileage		217.35
01 1110 670 100		Elem Travel & Mileage		253.58
Total	Murphy-Robb, Sandra			470.93
	38604	NE ASSOCIATION OF SCHOOL BOARDS	01/18/2016	239.00
01 2310 630 000		Dues & Fees		239.00
Total	NE ASSOCIATION OF SCHOOL BOARDS			239.00
	42537/42645	NE COUNCIL OF SCHOOL ADMINISTRATORS	01/18/2016	240.00
01 2410 630 200		Sec Princ Dues		140.00
01 2320 630 000		Dues & Fees		100.00
Total	NE COUNCIL OF SCHOOL ADMINISTRATORS			240.00
	2nd qt. 15-16	Nebraska City Public Schools	01/18/2016	5,625.00
01 1222 310 313		Alternative Education		5,625.00
Total	Nebraska City Public Schools			5,625.00
	11/10-12/09	NEBRASKA CITY UTILITIES	01/18/2016	8,026.58
01 2610 322 100		Elem Electricity		67.58
01 2610 322 200		Sec Electricity		4,341.54
01 2610 322 200		Sec Electricity		3,316.34
01 3540 321 100		utilities		218.88
01 2610 322 100		Elem Electricity		43.79
01 2610 322 200		Sec Electricity		38.45
Total	NEBRASKA CITY UTILITIES			8,026.58
	Emeeting2016#83	Nebraska Education Technology Services	01/18/2016	1,500.00
01 1110 460 100		Elem Comp Software		750.00
01 1110 460 200		Sec Comp Software		750.00
Total	Nebraska Education Technology Services			1,500.00
	00434314	O'KEEFE ELEVATOR CO, INC	01/18/2016	198.86
01 2620 310 200		Sec Repairmen		198.86
Total	O'KEEFE ELEVATOR CO, INC			198.86
	1144150/1147925	OFFICE DEPOT Business Account	01/18/2016	79.98
01 1110 530 100		Elem Furniture		59.98
01 1110 530 100		Elem Furniture		20.00
Total	OFFICE DEPOT Business Account			79.98
	11/30-12/27/15	Omaha World-Herald, The	01/18/2016	428.34
01 2310 350 000		Advertise/printing		428.34

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Total	Omaha World-Herald, The			428.34
	1502-20151231	ONE SOURCE	01/18/2016	7.00
01 1120 690 200		Other Expenses		7.00
Total	ONE SOURCE			7.00
	7911.00000 9	Perry, Guthery, Hasse & Gessford, P.C., L.L.O.	01/18/2016	4,480.00
01 2310 317 000		Legal Services		3,220.00
01 2310 317 000		Legal Services		1,260.00
Total	Perry, Guthery, Hasse & Gessford, P.C., L.L.O.			4,480.00
	1866323	POPPLERS MUSIC INC	01/18/2016	58.00
01 1110 414 200		Sec Instrumental Supplies		58.00
Total	POPPLERS MUSIC INC			58.00
	US1734809	PROQUEST LLC	01/18/2016	1,280.00
01 2222 440 200		Sec Periodicals		1,280.00
Total	PROQUEST LLC			1,280.00
	8380	R&D Instructional Solutions,	01/18/2016	184.00
01 1110 410 100		Elem Supplies		184.00
Total	R&D Instructional Solutions,			184.00
	11/30-1/1/2016	RECYCLING ENTERPRISES OF NE, INC.	01/18/2016	180.00
01 2610 690 200		Sec Upkeep		90.00
01 2610 690 200		Sec Upkeep		90.00
Total	RECYCLING ENTERPRISES OF NE, INC.			180.00
	96041114	RICOH USA, INC.	01/18/2016	3,023.19
01 1110 320 100		Copier elementary		1,511.59
01 1110 320 200		Copier Secondary		1,511.60
Total	RICOH USA, INC.			3,023.19
	5039774361	RICOH USA, INC	01/18/2016	726.96
01 2222 410 200		Sec Supplies		726.96
Total	RICOH USA, INC			726.96
	0066994-IN	Riverside Technologies, Inc.	01/18/2016	304.00
01 4992 560 200		Secondary Computer Equipment		304.00
Total	Riverside Technologies, Inc.			304.00
	4575	ROBERT G. FOCKEN	01/18/2016	8.00
01 2750 690 000		Other Expense		8.00
Total	ROBERT G. FOCKEN			8.00
	10-11-12	RON WERGIN	01/18/2016	227.70
01 1110 670 100		Elem Travel & Mileage		227.70
Total	RON WERGIN			227.70
	12/21/15	RYAN F DILLON	01/18/2016	100.00
01 2750 690 000		Other Expense		100.00
Total	RYAN F DILLON			100.00

01/12/2016 12:07 PM

Posted - All; Batch Description Jan 2016 Bills General

User ID: KFH

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	15-2107	SHAFFER COMMUNICATIONS	01/18/2016	388.88
01 2750 690 000		Other Expense		388.88
Total	SHAFFER COMMUNICATIONS			388.88
	354525701	Supplyworks	01/18/2016	4,001.53
01 2610 410 100		Elem Supplies		4,001.53
Total	Supplyworks			4,001.53
	0357513-CM	Unity School Bus Parts	01/18/2016	299.87
01 3540 410 100		supplies		299.87
Total	Unity School Bus Parts			299.87
	62758	VILLAGE OF BENNET	01/18/2016	538.46
01 2610 323 100		Elem Water & Sewer		501.90
01 2610 342 100		Electricity		36.56
Total	VILLAGE OF BENNET			538.46
	11-26 12-28	VILLAGE OF PALMYRA	01/18/2016	323.93
01 2610 323 200		Sec Water & Sewer		323.93
Total	VILLAGE OF PALMYRA			323.93
	12312015	VOICE NEWS	01/18/2016	233.54
01 2310 350 000		Advertise/printing		233.54
Total	VOICE NEWS			233.54
	10161780-00	VOSS LIGHTING	01/18/2016	118.56
01 2610 410 100		Elem Supplies		118.56
Total	VOSS LIGHTING			118.56
	1410378	WASTE CONNECTIONS OF NEBRASKA	01/18/2016	526.35
01 2610 690 200		Sec Upkeep		526.35
Total	WASTE CONNECTIONS OF NEBRASKA			526.35
	090478926-h	WINDSTREAM	01/18/2016	224.18
01 2510 382 200		Sec Telephone		224.18
	090481120	WINDSTREAM	01/18/2016	154.98
01 2510 382 100		Elem Telephone		154.98
Total	WINDSTREAM			379.16
Fund Number	01			68,809.94
Checking Account ID	1			68,809.94

January Bills \$68809.94

December Payroll \$371551.44

Total \$440361.38

Revenue Summary Report
Processing Month: 12/2015
Regular; Processing Month 12/2015

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	Taxes-other	4,755,409.00	0.00	0.00	0.00	4,755,409.00
01 1110	Local Property Taxes	0.00	14,121.38	1,007,482.13	0.00	(1,007,482.13)
01 1115	Carline Tax	0.00	0.00	0.00	0.00	0.00
01 1125	Motor Vehicle Tax	202,446.00	18,487.28	48,177.55	23.80	154,268.45
01 1200	Tuition	0.00	0.00	0.00	0.00	0.00
01 1210	Tuition Other Districts	0.00	0.00	0.00	0.00	0.00
01 1250	Summer Tuition	10,000.00	0.00	0.00	0.00	10,000.00
01 1270	Preschool Tuition & Fees	0.00	975.00	5,450.00	0.00	(5,450.00)
01 1270 0002	Preschool Tuition & Fees	0.00	0.00	0.00	0.00	0.00
01 1310	Transportation Other District	0.00	0.00	0.00	0.00	0.00
01 1410	Interest On Investments	0.00	38.15	183.71	0.00	(183.71)
01 1610	Local License Fees	0.00	300.00	300.00	0.00	(300.00)
01 1810	Community Services	15,000.00	2,999.41	14,075.43	93.84	924.57
01 1910	Rental Of School Facility	200.00	20.00	115.00	57.50	85.00
01 1990	Other Local Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: LOCAL RECEIPTS	4,983,055.00	36,941.22	1,075,783.82	21.59	3,907,271.18
01 2110	Co Fines & License Fees	10,000.00	2,475.74	4,878.05	48.78	5,121.95
01 2130	Other Local Receipts	0.00	0.00	0.00	0.00	0.00
01 2150 0002	SAFETY & SECURITY	0.00	0.00	0.00	0.00	0.00
01 2190	Sencap tuition	0.00	0.00	0.00	0.00	0.00
01 2200	Esu Receipts-other	0.00	0.00	0.00	0.00	0.00
01 2210	Esu Receipts	5,000.00	0.00	0.00	0.00	5,000.00
	Subtotal: COUNTY AND ESU RECEIPTS	15,000.00	2,475.74	4,878.05	32.52	10,121.95
01 3100	State Appropriation	0.00	0.00	0.00	0.00	0.00
01 3110	State Aid	486,555.00	97,310.94	145,966.41	30.00	340,588.59
01 3120	Spec Ed/school Age	70,000.00	39,483.00	39,483.00	56.40	30,517.00
01 3125	Special ed Transportation	1,500.00	0.00	0.00	0.00	1,500.00
01 3130	Homestead Exemption	0.00	0.00	0.00	0.00	0.00
01 3131	Property Tax Credit	0.00	0.00	0.00	0.00	0.00
01 3135	Pynts/high Abil Learners	3,500.00	0.00	5,489.00	156.83	(1,989.00)
01 3140	Drivers Education	0.00	0.00	0.00	0.00	0.00
01 3180	Pro-Rate Motor Vehicle	7,000.00	0.00	0.00	0.00	7,000.00
01 3200	State Apportionment	42,000.00	0.00	0.00	0.00	42,000.00
01 3300	In Lieu Of School Land Tax	0.00	0.00	0.00	0.00	0.00
01 3500	Quality Ed Incentive Grant	0.00	0.00	0.00	0.00	0.00
01 3512	District Education Incentive	0.00	0.00	2,000.00	0.00	(2,000.00)
01 3513	Mentor Grant	0.00	0.00	0.00	0.00	0.00
01 3540	State Early Childhood	35,000.00	0.00	0.00	0.00	35,000.00
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
	Subtotal: STATE RECEIPTS	645,555.00	136,793.94	192,938.41	29.89	452,616.59
01 4100	NCLB Title 1 Part A, Carry Over	0.00	0.00	0.00	0.00	0.00
01 4200	NCLB Title 1 Part A, Current Year	32,000.00	3,481.00	3,481.00	10.88	28,519.00
01 4201	NCLB consolidated	0.00	0.00	0.00	0.00	0.00
01 4300	NCLB Title V Part A (Innovation Edu	5,000.00	0.00	0.00	0.00	5,000.00
01 4310	Title II	0.00	140.40	2,938.55	0.00	(2,938.55)
01 4320	R.E.A.P. Rural Education Achievemen	0.00	0.00	0.00	0.00	0.00
01 4400	Title VI-B Pre-School Special Educa	0.00	0.00	0.00	0.00	0.00
01 4401	Title VI-B Programs	0.00	0.00	0.00	0.00	0.00
01 4402	Title VI-B Transportation	0.00	0.00	0.00	0.00	0.00
01 4403	Title VI-B Other	0.00	0.00	0.00	0.00	0.00
01 4404	IDEA Part B Base Allocation	0.00	0.00	0.00	0.00	0.00
01 4406	Idea base 3-5	0.00	0.00	4,201.00	0.00	(4,201.00)
01 4406 0002	IDEA BASE 3-5	0.00	0.00	0.00	0.00	0.00

Revenue Summary Report
Processing Month: 12/2015
Regular; Processing Month 12/2015

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 4410	IDEA Enrollment/Poverty	55,000.00	0.00	0.00	0.00	55,000.00
01 4425	Title VI-B Class Size Reduction	0.00	0.00	0.00	0.00	0.00
01 4450	Medicaid Reimbursement	7,500.00	3,431.65	3,431.65	45.76	4,068.35
01 4455	Medicaid Admin Activities Pub Schoo	10,000.00	0.00	0.00	0.00	10,000.00
01 4455 0002	MEDICAID ADMIN ACTIVITIES PUBLIC SC	0.00	0.00	0.00	0.00	0.00
01 4500	Star Grant	0.00	0.00	0.00	0.00	0.00
01 4580	Ed Jobs	0.00	0.00	0.00	0.00	0.00
01 4599	Fed State Fiscal Stabilization ARRA	0.00	0.00	0.00	0.00	0.00
01 4610	ARRA: Idea Part B Enrollment /Pover	0.00	0.00	0.00	0.00	0.00
01 4630	ARRA idea	0.00	0.00	0.00	0.00	0.00
01 4630 0002	ARRA Aideaprespymt	0.00	0.00	0.00	0.00	0.00
01 4690	Other Federqal Non-Categorical Rece	0.00	0.00	0.00	0.00	0.00
01 4700	Federal Vocational Education	0.00	0.00	0.00	0.00	0.00
01 4750	School to Work	0.00	0.00	0.00	0.00	0.00
01 4810	ARRA TITLE 1	0.00	0.00	0.00	0.00	0.00
01 4900	Other Federal Receipts	0.00	0.00	0.00	0.00	0.00
01 4955	NCLB Title II Part A (teacher/princ	0.00	0.00	0.00	0.00	0.00
01 4960	NCLB Title IV Part A (Safe & Drug F	0.00	0.00	0.00	0.00	0.00
01 4965	Goals 2000	0.00	0.00	0.00	0.00	0.00
01 4975	Innovation in Education (Frameworks	0.00	0.00	0.00	0.00	0.00
01 4985	NCLB Title II Part D (Technology)	0.00	0.00	0.00	0.00	0.00
01 4990	R.E.A.P.	0.00	0.00	0.00	0.00	0.00
01 4992	REAP	20,000.00	5,143.00	5,143.00	25.72	14,857.00
01 4994	SCIP	0.00	0.00	0.00	0.00	0.00
	Subtotal: FEDERAL RECEIPTS	129,500.00	12,196.05	19,195.20	14.82	110,304.80
01 5000	Non Revenue Receipts-other	0.00	0.00	0.00	0.00	0.00
01 5300	Insurance adj.	0.00	0.00	0.00	0.00	0.00
01 5400	sale of assets	0.00	0.00	0.00	0.00	0.00
01 5400 0003	Sale of Property	0.00	0.00	0.00	0.00	0.00
01 5500	Transfers From Funds	0.00	10,119.82	41,422.33	0.00	(41,422.33)
01 5610	Art Class Receipts	0.00	0.00	0.00	0.00	0.00
01 5620	Industrial Arts Receipts	0.00	0.00	0.00	0.00	0.00
01 5690	Other Non Revenue Receipts	1,000.00	0.00	919.00	91.90	81.00
	Subtotal: NON-REVENUE RECEIPTS	1,000.00	10,119.82	42,341.33	4,234.13	(41,341.33)
01 8000 0002	Transfers	0.00	0.00	0.00	0.00	0.00
	Subtotal: Transfers	0.00	0.00	0.00	0.00	0.00
01 9000	9000 non programmed	0.00	0.00	0.00	0.00	0.00
01 9000 0002	NON-PROGRAMMED EXPESNES	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Fund Total:	5,774,110.00	198,526.77	1,335,136.81	23.12	4,438,973.19

Current Cash Balance Report

SELECTED Data

Date: 09/01/2015 thru 01/01/2016

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ACTIVITY ACCOUNT					
1 ATHLETIC	6,544.53	28,150.87	22,754.12	0.00	11,941.28
2 ANNUAL	4,838.92	5,110.00	0.00	0.00	9,948.92
3 MUSIC	909.14	589.10	1,019.50	0.00	478.74
4 ELEMENTARY UNIT	7,806.73	1,033.17	88.76	0.00	8,751.14
5 STUDENT COUNCIL	1,964.58	364.00	1,036.84	0.00	1,291.74
6 FFA	6,904.91	4,504.39	3,856.77	0.00	7,552.53
7 High School UNIT	4,682.32	272.11	437.40	0.00	4,517.03
8 P CLUB	1,032.28	0.00	0.00	0.00	1,032.28
9 FCCLA	891.17	1,068.85	415.90	0.00	1,544.12
10 MISC ACCOUNT	1,337.44	325.00	0.00	0.00	1,662.44
11 Art Club	679.13	0.00	0.00	0.00	679.13
12 National Honor Society	246.09	0.00	0.00	0.00	246.09
13 Speech	24.33	0.00	0.00	0.00	24.33
14 1st Grade	1,796.36	252.86	0.00	0.00	2,049.22
15 American Council	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00
16 Concessions	756.96	5,605.44	4,400.52	0.00	1,961.88
17 Basketball camps	1,699.72	1,478.89	1,198.41	0.00	1,980.20
18 Bonds	0.00	0.00	0.00	0.00	0.00
19 Interest	83.44	13.71	0.00	0.00	97.15
20 Union Bank	0.00	0.00	0.00	0.00	0.00
21 Palmyra Sports Apparel	0.00	0.00	0.00	0.00	0.00
22 Fields Scholarship	4,863.80	0.00	0.00	0.00	4,863.80
23 Cross Country	-391.93	1,069.15	206.87	0.00	470.35
24 Industrial Arts Shop	314.51	220.18	0.00	0.00	534.69
25 Library	6,242.50	0.00	0.00	0.00	6,242.50
26 PARTY Group	2,139.12	231.00	204.68	0.00	2,165.44
27	0.00	0.00	0.00	0.00	0.00
28 Musical/Drama	2,361.65	990.50	2,086.00	0.00	1,266.15
29 wrestling	1,062.00	1,508.43	2,488.65	0.00	81.78
30 GENERAL FUND REIMBURSEMENT	-341.08	1,241.95	900.87	0.00	0.00
31 6th grade	794.39	150.00	0.00	-500.00	444.39
32 Weights	7,258.48	3,379.00	6,554.05	-249.00	3,834.43
33 Volleyball Account	2,227.24	3,221.14	4,559.90	0.00	888.48
34 Imprest Fund	2,000.00	0.00	0.00	0.00	2,000.00
35 Bennet Boosters	841.97	2,674.71	2,674.71	500.00	1,341.97
36 Cheerleading	-1,745.03	7,116.51	3,812.48	0.00	1,559.00
37 Bennet Back-Pack Program	101.17	100.00	0.00	0.00	201.17
38 Student Planners	9.00	0.00	0.00	0.00	9.00
39 Family Passes for 2014-2015	0.00	4,355.00	0.00	0.00	4,355.00
40 Student Fees	0.00	3,640.00	0.00	0.00	3,640.00
41 Quiz Bowl	566.18	0.00	0.00	0.00	566.18
42 Jr. High Basketball	0.00	335.50	0.00	0.00	335.50
43	0.00	0.00	0.00	0.00	0.00
44 Spanish	6.85	0.00	0.00	0.00	6.85
45	0.00	0.00	0.00	0.00	0.00
46 Class of 2016	965.72	441.00	0.00	0.00	1,406.72
47 National Breast Cancer Foundation	0.00	2,109.55	905.00	0.00	1,204.55
48 Class of 2015	274.61	0.00	0.00	0.00	274.61
49 Show Choir	17.85	386.17	221.66	0.00	182.36
50 Insurance I-Pads	9,695.00	2,845.00	0.00	0.00	12,540.00
51 Golf	220.75	188.42	0.00	0.00	409.17
52 Class of 2017	0.00	3,447.33	1,108.20	0.00	2,339.13

SELECTED Data

Current Cash Balance Report

Date: 09/01/2015 thru 01/01/2016

Arranged by:
Group ID and Activity Number

<u>Activity Number and Name</u>	<u>Beginning Cash</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Adjustments</u>	<u>Cash Balance</u>
A ACTIVITY ACCOUNT Totals:	81,682.80	88,418.93	60,931.29	-249.00	108,921.44
Report Totals:	81,682.80	88,418.93	60,931.29	-249.00	108,921.44

Expenditure Report by Function/Object - Summary

Regular, Processing Month 01/2016

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
01								
GENERAL FUND								
1110	2,903,330.00	7,121.36	965,922.74	33.34	1,937,407.26	2,156.00	0.00	1,936,251.26
1120	4,650.00	7.00	721.29	15.51	3,928.71	0.00	0.00	3,928.71
1160	115,370.00	0.00	99,096.96	33.89	76,273.04	0.00	0.00	76,273.04
1212	19,600.00	0.00	6,482.08	33.12	13,107.92	0.00	0.00	13,107.92
1213	7,100.00	0.00	1,790.88	25.22	5,309.12	0.00	0.00	5,309.12
1214	54,159.00	0.00	6,666.00	12.31	47,493.00	0.00	0.00	47,493.00
1215	5,400.00	213.00	1,319.90	24.44	4,080.10	0.00	0.00	4,080.10
1216	102,377.00	35.00	34,445.33	33.65	67,931.67	0.00	0.00	67,931.67
1217	8,300.00	0.00	2,725.13	32.83	5,574.87	0.00	0.00	5,574.87
1222	582,737.00	5,695.00	156,766.55	27.86	405,980.45	0.00	0.00	405,980.45
1223	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00	1,500.00
1232	7,626.00	0.00	0.00	0.00	7,626.00	0.00	0.00	7,626.00
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2120	95,391.00	170.78	40,711.55	28.18	54,679.45	0.00	0.00	54,679.45
2130	3,500.00	0.00	0.00	0.00	3,500.00	0.00	0.00	3,500.00
2150	3,500.00	0.00	250.00	7.14	3,250.00	0.00	0.00	3,250.00
2180	34,600.00	0.00	2,134.92	6.17	32,465.08	0.00	0.00	32,465.08
2212	6,000.00	130.00	1,269.00	21.15	4,731.00	0.00	0.00	4,731.00
2222	136,237.00	2,006.96	45,511.53	33.41	90,725.47	0.00	0.00	90,725.47
2224	62,872.00	1,624.12	35,853.25	57.03	27,018.75	0.00	0.00	27,018.75
2310	105,000.00	6,207.63	78,776.21	75.02	26,223.79	0.00	0.00	26,223.79
2320	183,428.00	100.00	60,158.62	32.80	123,269.38	0.00	0.00	123,269.38
2410	287,207.00	195.00	92,708.02	32.28	194,498.98	0.00	0.00	194,498.98
2510	89,977.00	2,371.30	22,967.05	25.53	67,009.95	0.00	0.00	67,009.95
2520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	334,609.00	17,277.19	115,302.33	34.46	219,306.67	0.00	0.00	219,306.67
2620	103,400.00	15,615.52	45,677.47	44.18	57,722.53	0.00	0.00	57,722.53
2750	394,950.00	8,517.22	114,175.29	28.91	280,774.71	0.00	0.00	280,774.71
2760	15,613.00	0.00	2,593.74	16.61	13,019.26	0.00	0.00	13,019.26
3000	25,836.00	200.00	12,498.72	48.38	13,337.28	0.00	0.00	13,337.28
3135	4,500.00	0.00	8,332.13	185.16	(3,832.13)	0.00	0.00	(3,832.13)
3500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3513	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3540	189,393.00	671.76	46,732.16	24.67	142,660.84	0.00	0.00	142,660.84
4100	0.00	0.00	1,887.30	0.00	(1,887.30)	0.00	0.00	(1,887.30)
4200	54,531.00	0.00	18,432.59	33.80	36,098.41	0.00	0.00	36,098.41
4300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4400	5,200.00	0.00	0.00	0.00	5,200.00	0.00	0.00	5,200.00
4403	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4404	34,134.00	347.10	41,624.52	121.94	(7,490.52)	0.00	0.00	(7,490.52)
4406	10,268.00	0.00	9,361.06	91.17	906.94	0.00	0.00	906.94
4410	99,153.00	0.00	29,223.25	29.47	69,929.75	0.00	0.00	69,929.75
4411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4455	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4581	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4590	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

01/12/2016 12:16 PM

Expenditure Report by Function/Object - Summary

User ID: KFH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
4690 OTHER FED NON-CAT EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700 FED VOC & APP TECH ED (CARL PERKINS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4730 4730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4810 ARRA- ESEA TITLE I PART A IMPROV ACA	10,091.00	0.00	0.00	0.00	10,091.00	0.00	0.00	10,091.00
4955 4955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4960 TITLE IV, PRT A NCLB -SAFE & DRUG FREE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4985 TITLE II, PART D NCLB TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4990 OTHER FED CATEGORICAL RECEIPTS	18,935.00	0.00	0.00	0.00	18,935.00	0.00	0.00	18,935.00
4991 4991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4892 REAP	45,000.00	304.00	5,447.28	12.11	39,552.72	0.00	0.00	39,552.72
4994 4994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000 SUMMER SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000 TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000 NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 GENERAL FUND	6,145,474.00	66,809.94	2,074,442.87	33.79	4,071,031.13	2,156.00	0.00	4,068,875.13



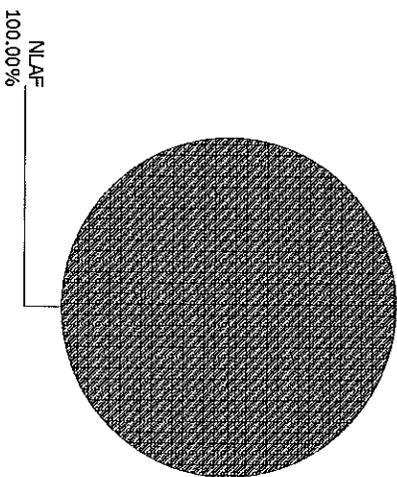
Account Statement - Transaction Summary

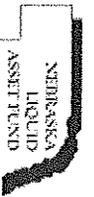
For the Month Ending **December 31, 2015**

Palmyra-Bennet School District - Construction Fund - 9300657

NLAF	
Opening Market Value	0.00
Purchases	1,809,873.28
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,809,873.28
Cash Dividends and Income	3.28

Asset Summary		
	December 31, 2015	November 30, 2015
NLAF	1,809,873.28	0.00
Total	\$1,809,873.28	\$0.00
Asset Allocation		





Account Statement

For the Month Ending **December 31, 2015**

Palmyra-Bennet School District - Construction Fund - 9300657

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
NIAT					
Opening Balance					0.00
12/29/15	12/29/15	Purchase - Wire Purchase	1.00	1,809,870.00	1,809,870.00
12/31/15	01/04/16	Accrual Income Div Reinvestment - Distributions	1.00	3.28	1,809,873.28
Closing Balance					
					1,809,873.28

	Month of December	Fiscal YTD September-December	Closing Balance
Opening Balance	0.00	0.00	1,809,873.28
Purchases	1,809,873.28	1,809,873.28	175,148.82
Redemptions (Excl. Checks)	0.00	0.00	0.01%
Check Disbursements	0.00	0.00	
Closing Balance	1,809,873.28	1,809,873.28	
Cash Dividends and Income	3.28	3.28	



PFM Asset Management LLC

Superintendents Report and Recommendations

January 18, 2016

1. The week of January 31- February 6 is Nebraska School Board Recognition Week. As citizen leaders, individual school board members face complex and demanding challenges. We would like to express our genuine appreciation for the commitment that our members of the board of education give to the school community. Thank you for your outstanding service.
2. Work regarding the establishment of a permanent bus radio location continues as we test a variety of spaces available to us. Currently our tests have all been very positive and in all likelihood will not require a move from analog to digital radios at this time.
3. Legislative Session and upcoming issues:
 - A) TEEOSA funding otherwise known as state aid. It is noteworthy that approximately 2/3 of school districts in Nebraska are now in the category of “non-equalized”. B) Tax relief in the form of income tax, property tax and possibly sales tax reforms continue to be at the forefront of legislative discussions.
 - B) Early childhood education, charter schools, hazing and revenue forecasting will continue to be topics of discussion in 2016.

I will endeavor to keep you informed over the course of the 60 day session in mid-month reports.

4. A calendar draft for the 2016-2017 school year has been completed. The calendar incorporates the days and hours necessary to meet and or exceed Rule 10 requirements and is only slightly different than our current year.

DISTRICT OR-1 PUBLIC SCHOOL CALENDAR 2016-2017

August 2016

SU	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 8-Aug Football Practice begins.
- 10-Aug Faculty Inservice-8:00-4:00 .
- 11-Aug Faculty Inservice-8:00-4:00 .
- 12-Aug Faculty Inservice-8:00-4:00 .
- 15-Aug First Day of School
- 15-Aug Start of Fall Practice

August 2016

January 2017

SU	M	T	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2016

SU	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 5-Sep NO SCHOOL -Labor Day
- 20-Sep Dismiss @ 1:30 P.M. P-T conf. 2:00-8:00 P.M.

September 2016

October 2016

- 17-Oct Start 2nd Quarter
- 20-Oct 1:30 Dismissal Fall Break
- 21-Oct NO SCHOOL Fall Break

November 2016

- 14-Nov Start Winter Practice
- 23-Nov NO SCHOOL Thanksgiving Break
- 24-Nov NO SCHOOL Thanksgiving Break
- 25-Nov NO SCHOOL Thanksgiving Break

December 2016

- 22-Dec End of Second Quarter
- 22-Dec Dismiss at 1:30 for Christmas
- 23-Dec Winter Vacation December 22-January 1
- 23-27 Dec Five day moratorium period est. by NSAA

January 2017

- 2,3 Jan Winter Vacation
- 4-Jan School Resumes, Start 3rd Quarter
- 16-Jan Martin Luther King Day Teacher Inservice No School

February 2017

- 6-Feb Teacher In-Service No School
- 7-Feb Dismiss @ 1:30 P.M. P-T conf. 2:00-8:00 P.M.
- 10-Feb NO SCHOOL Winter Break
- 27-Feb Start of Spring Practice

March 2017

- 3-Mar NO SCHOOL Spring Break
- 9-Mar End of Third Quarter 1:30 Dismissal
- 10-Mar NO SCHOOL Spring Break
- 13-Mar Start 4th Quarter

April 2017

- 13-Apr Everyone Dismissed at 1:30pm for Easter Break
- 14-Apr NO SCHOOL; Easter Break
- 17-Apr NO SCHOOL; Easter Break

May 2017

- 13-May Graduation
- 17-May Elementary End of 2nd Semester Reg. Dis.
- 18-May End of Second Semester-1:30 Dismissal H.S.
- 19-May Teacher Work Day

Note: Early dismissal times of 1:30 will result in an elementary dismissal time of 1:10.

179 student days

185 total for teachers

No School Bennet Elementary

Teacher days

Vacation Days

Parent Teacher conf.

Early Dismissal

October 2016

SU	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

SU	M	T	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

SU	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2017

SU	M	T	W	TH	F	SA
				1	2	3
4						
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017

SU	M	T	W	TH	F	SA
				1	2	3
4						
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017

SU	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017

SU	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January BOE Activity Report

NSAA Academic All-State Fall Award Recipients

Carly Poskochil-Play Production & Volleyball

Houston Hornby-Football

Activity Calendar:

Thu	01/07/2016	Basketball: Girls JV Game	TBD	Away vs. Malcolm	Malcolm High School	
Thu	01/07/2016	Basketball: Boys Varsity Game	TBD	Away vs. Malcolm	Malcolm High School	
Thu	01/07/2016	Basketball: Girls Varsity Game	TBD	Away vs. Malcolm	Malcolm High School	
Thu	01/07/2016	Basketball: Boys JV Game	4:30pm	Away vs. Malcolm	Malcolm High School	
Thu	01/07/2016	Basketball: Boys Varsity Game	7:30pm	Away vs. Malcolm	Malcolm High School	
Fri	01/08/2016	Basketball: Girls JV Game	3:45pm	Louisville	Palmyra High School	
Fri	01/08/2016	Basketball: Boys JV Game	4:30pm	Louisville	Palmyra High School	
Fri	01/08/2016	Basketball: Girls Varsity Game	5:45pm	Louisville	Palmyra High School	
Fri	01/08/2016	Basketball: Boys Varsity Game	7:45pm	Louisville	Palmyra High School	
Sat	01/09/2016	Basketball: Girls C Team Game	9:30am	Away vs. Conestoga	Conestoga High School	
Sat	01/09/2016	Basketball: Girls C Team Game	9:30am	Away vs. Conestoga	Conestoga Jr./Sr. High School	
Sat	01/09/2016	Wrestling: Varsity Invitational	9:30am	Away vs. Malcolm	Malcolm High School	Pool Tournament Weigh-ins 7:30am
Sat	01/09/2016	Basketball: Boys C Team Game	10:30am	Away vs. Conestoga	Conestoga Jr./Sr. High School	
Sat	01/09/2016	Basketball: Boys C Team Game	11:00am	Away vs. Conestoga	Conestoga High School	
Mon	01/11/2016	Basketball: Girls Varsity Mudecas Tournament	5:00pm	Away vs. Southern	Southeast Community College	
Tue	01/12/2016	Basketball: Boys Varsity Mudecas Tournament	8:00pm	Diller-Odell	Southeast Community College	SCC Beatrice
Thu	01/14/2016	Basketball: Boys Varsity Mudecas Tournament	TBD	TBA	TBA	
Thu	01/14/2016	Basketball: Girls Varsity Mudecas Tournament	TBD	TBA	TBA	

Fri	01/15/2016	Basketball: Boys Varsity Mudecas Tournament	TBD	TBA	TBA	
Fri	01/15/2016	Basketball: Girls Varsity Mudecas Tournament	TBD	TBA	TBA	
Fri	01/15/2016	Wrestling: Varsity Invitational	3:00pm	Away vs. Weeping Water	Weeping Water High School	
Sat	01/16/2016	Basketball: Girls Varsity Mudecas Tournament	TBD	TBA	TBA	
Sat	01/16/2016	Basketball: Boys Varsity Mudecas Tournament	TBD	TBA	TBA	
Mon	01/18/2016	No School-Inservice				
Tue	01/19/2016	Basketball: Boys JV Game	4:30pm	Away vs. Conestoga	Conestoga Elementary School	
Tue	01/19/2016	Basketball: Girls JV Game	4:30pm	Away vs. Conestoga	Conestoga Jr./Sr. High School	
Tue	01/19/2016	Basketball: Girls Varsity Game	6:00pm	Away vs. Conestoga	Conestoga Jr./Sr. High School	
Tue	01/19/2016	Basketball: Boys Varsity Game	7:45pm	Away vs. Conestoga	Conestoga Jr./Sr. High School	
Thu	01/21/2016	Basketball: Girls JH Game	4:30pm	Elmwood-Murdock	Bennet Elementary	
Fri	01/22/2016	FCCLA S.T.A.R. Competition				Peru State College
Fri	01/22/2016	Basketball: Girls JV Game	3:45pm	Yutan	Palmyra High School	
Fri	01/22/2016	Basketball: Boys JV Game	4:30pm	Yutan	Palmyra High School	
Fri	01/22/2016	Basketball: Girls Varsity Game	5:45pm	Yutan	Palmyra High School	
Fri	01/22/2016	Basketball: Boys Varsity Game	7:30pm	Yutan	Palmyra High School	@ Yutan JVG, JVB @ Palmyra JVG, JVB
Sat	01/23/2016	Wrestling: Varsity Invitational	9:30am	Away vs. Louisville	Louisville High School	Weigh ins 8am
Mon	01/25/2016	Basketball: Girls JH Game	4:00pm	Nebraska City Lourdes (Lourdes Central Catholic School)	Bennet Elementary	
Mon	01/25/2016	Basketball: Girls C Team Game	6:00pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School	(Cancelled)
Mon	01/25/2016	Basketball: Boys C Team Game	6:00pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School	(Time Changed)
Tue	01/26/2016	Basketball: Boys JV Game	4:30pm	Away vs. Wilber-Clatonia	Wilber-Clatonia High School	
Tue	01/26/2016	Basketball: Girls JV Game	4:30pm	Away vs. Wilber-Clatonia	Wilber-Clatonia High School	
Tue	01/26/2016	Basketball: Girls Varsity Game	5:45pm	Away vs. Wilber-Clatonia	Wilber-Clatonia High School	
Tue	01/26/2016	Basketball: Boys Varsity Game	7:30pm	Away vs. Wilber-Clatonia	Wilber-Clatonia High School	@ Palmyra JV Boys @ Wilber JV Boys and Girls

Wed	01/27/2016	FFA Leadership Skills Contest				Beatrice	
Thu	01/28/2016	Wrestling: Varsity Tournament	3:00pm	Away vs. Freeman, Auburn, Bennington, Crete, Douglas County West, McCool Junction Junior-Senior, Meridian, Nebraska City, Norris, Palmyra, Plattsmouth, Southern, Yutan, Lincoln Christian	Freeman High School		
Fri	01/29/2016	Basketball: Boys JV Game	4:30pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School		
Fri	01/29/2016	Basketball: Girls JV Game	4:30pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School		
Fri	01/29/2016	Basketball: Girls Varsity Game	6:00pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School		
Fri	01/29/2016	Basketball: Boys Varsity Game	7:30pm	Away vs. Elmwood-Murdock	Elmwood-Murdock		
Fri	01/29/2016	Basketball: Boys Varsity Game	7:45pm	Away vs. Elmwood-Murdock	Elmwood-Murdock High School		@ Palmyra & Elmwood-Murdock JVG, JVB
Sat	01/30/2016	MUDECAS Speech				SCC Beatrice	
Sat	01/30/2016	Basketball: Boys Varsity ECNC	TBD	TBA	TBA		
Sat	01/30/2016	Basketball: Girls Varsity ECNC Tournament	TBD	TBA	TBA		

Secondary Principal's
Board Report
January 18, 2016

1. Jan. 18 Staff Professional Development Agenda -
Attached to my report
2. Second Semester Updated Calendar
Attached to my report
3. Second Semester Master Schedule
Attached to my report
4. 1st semester Honor Roll & Attendance
Attached to my report

1st Semester High Honor Roll

12th Grade

Matthew Davis-Kovarik
FrankieJo Dowding

11th Grade

Carly Poskochil

10th Grade

Bryce Becker
Grace Criley
Abigail Steiner
Wesley Steward
Rebeckah Taylor

9th Grade

Anya Bogen
Sam Fitzpatrick
Zach Hartwick
Grace Leuschen
Jenna Wilen

8th Grade

Trinity Bohaty
Sophia Bonifant
Abby Champagne
Sarah Davis-Kovarik
Faith Pracht

7th Grade

Terry Versaw

1st Semester Honor Roll

12th Grade

Moriah Calfee
Lupe Castor
Jonathan Fitzsimons
Jkayleigh Gano
Houston Hornby
Drew Huxoll
Noah Leif
Elizabeth Robinett
Sarma Rutmanis

11th Grade

Mariam Alhachami
Shallin Benes
Alex Broening
Brittany Fry
Jacob Furtwangler
Jessie Grieser
Jaci Hennecke
Marcus Kinney
Jacob Koelzer
Brandon Martin
Kassius Skinner
Collin Stewart
Justin Warner
Olivia Wensel

10th Grade

Riley Dillon
Landon Hornby
Kristopher Phillips
Cassie Smith

9th Grade

Koby Dillon
Abbie Frazee
Amsuel Kirchner
Macy Reynoldson
Esther Steiner
Isabelle thomas
Danny Versaw
Sarah Vorderstrasse
Marissa Waltke

8th Grade

Garrett Beeck
Eathon Hornby
Henry Iwan
Joshua Jones
Alex Keller
Kaleb Kempkes
Jocelyn Petersen
Michael Rempel
Kane White

7th Grade

Teagan Bogle
Keagan Callahan
Austin David
Daniel Frey
Jami Gabriel
Caleb Jung
Gwen Leuschen
Lukas Lindeman
Ben Meyer
Isaac Montgomery
Jarín Pope
Trystin Somers
Isaac Thomas

1st Semester Perfect Attendance

7th Grade

Teagan Bogle
Reese Calkins
Austin David
Daniel Frey
Jami Gabriel
Connor Kapke
Gwen Leuschen
Isaac Montgomery
Jacob Pracht

8th Grade

Sarah Davis-Kovarik
Joshua Jones
Jocelyn Petersen
Kassidy Skinner
Madelyn Sweney

9th Grade

Kobe Jones
Grace Leuschen
Briley Luff
Tyson Reed
Esther Steiner
Sarah Vorderstrasse

10th Grade

Baylor Lippold

11th Grade

Jacob Koelzer
Carly Poskochil
Justin Warner

12th Grade

Matthew Davis-Kovarik
Sarma Rutmanis
John Welton

~ January 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 No School - Winter Break	5 No School - Winter Break	6 Start Third Quarter	7	8 JV-V G-B BB vs Lou @ PHS 5:00/6:15/8:00	9 HS Wrest @ Malcolm 9:00 am
10	11 MUDCAS Basketball	12 MUDCAS Basketball	13	14 MUDCAS Basketball	15 MUDCAS Basketball HS Wrest @ Weeping Water	16 MUDCAS Basketball
17	18 No School - Inservice	19 JV/V G-B BB @ Conestoga @ PHS 3:45/5:00/6:30/8:00	20 8th Grade NeSA Writing	21 JH GBB vs E-M @ BES 4:30 11th Grade NeSA Writing	22 JV-V G-B BB v Yutan @ PHS 3:45/4:15/6:00/7:45	23 HS Wrest @ Louisville 9:00 am
24	25	26 JV/V G-B BB vs W-C @ PHS 3:45/5:00/6:30/8:00	27 FFA Leadership Contest	28 HS Wrest @ Freeman 3:00	29 JV/V G-B BB @ E-M @ PHS 3:45/5:00/6:30/8:00	30 MUDECAS Speech @ SCC ECNC Basketball Tourney
31	Notes:					

~ February 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
				JH GBB @ JCC	ECNC Wrest @ Malcolm 2:00	JH GBB @ WW Inv 8:00 a.m
	ECNC Basketball Tourney	ECNC Basketball Tourney		ECNC Basketball Tourney	ECNC Basketball Tourney	ECNC Basketball Tourney
7	8	9	10	11	12	13
	No School - Inservice	Parent-Teachers Conference			No School -	
		1:30 Dismiss		JV-V G-B BB v P-C @ PHS	Winter Break	
	JH GBB @ Freeman	Conferences 2:00-8:00		4:45/6:00/7:45		
					HS Wrestling District	HS Wrestling District
14	15	16	17	18	19	20
	JH GBB @ Malcolm				JV-V BBB vs HTRS	JH GBB Fun Day @ PHS
					@ PHS 5:15/6:30	
	Girls Sub-District Basketball	Girls Sub-District Basketball			Girls Sub-District Basketball	
					State Wrestling	
21	22	23	24	25	26	27
	FFA Week	FFA Week	FFA Week	FFA Week	FFA Week	
	JH GBB @ Louisville		ECNC Speech @ TBA		JH Wrest @ Weeping Water	
	Boys Sub-District Basketball	Boys Sub-District Basketball		Boys Sub-District Basketball	V-GBB District Final	
28	29	Notes:				
	JH Wrest @ PHS 4:30					
	V-Boys BB District Final					
	Start Spring Practice					

~ March 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 FFA CDE Contest	2	3	4 No School - Spring Break	5
				Girls State Basketball	Girls State Basketball	Girls State Basketball
6	7 Fresh/More Honor Choir	8 FFA Blood Drive JH Wrest @ Ray Cent 4:30	9	10 End of Third Quarter 1:30 Dismiss JH Wrest @ JCC-Cook 4:00	11 No School - Spring Break	12 JH Wrest @ A-G Inv. 1:30
				Boys State Basketball	Boys State Basketball	Boys State Basketball
13	14 JH Wrest @ SDA	15 ECNC JH Wrestling @ Weeping Water TBA District Speech @ HTRS	16 ECNC JH Quiz Bowl @ Malcolm 1:00	17	18 FFA Conference @ Kearney JH Malcolm Music Contest	19
20	21 ECNC HS Quiz Bowl @ Mead 1:00 7th NeSA Grade Reading	22 MUDECAS Music 7th NeSA Grade Reading	23 MUDECAS HS Quiz Bowl @ SCC ECNC Art Clinic Golf @ G'pa Woods 4:00 7th NeSA Grade Reading	24 Early Dismiss 1:30 p.m. State Speech @ Kearney HS Track @ Conestoga 1:00 NeSA R-M-S Testing Window	25 No School Easter Break NeSA R-M-S Testing Window	26
27	28 No School Easter Break NeSA R-M-S Testing Window	29 NeSA R-M-S Testing Window	30 NeSA R-M-S Testing Window	31 High School Musical 7:00 p.m. NeSA R-M-S Testing Window	Notes:	
Notes:						

~ April 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 High School Musical 7:00 p.m. NeSA R-M-S Testing Window	2
3 High School Musical 3:00 p.m.	4 JH quiz bowl @ Freeman NeSA R-M-S Testing Window	5 HS Track @ Malcoln 1:00 Golf @ Woodland Hills 4:00 NeSA R-M-S Testing Window	6 FFA State Convention Golf @ TBA 9:00 a.m. NeSA R-M-S Testing Window	7 FFA State Convention NeSA R-M-S Testing Window	8 FFA State Convention NeSA R-M-S Testing Window	9 ACT Test
10	11 HS Quiz Bowl @ Freeman 7-12 Music Spring Concert NeSA R-M-S Testing Window	12 HS Track @ Yutan 1:00 NeSA R-M-S Testing Window	13 Golf @ Milford 9:00 a.m. L Street Invite - Show Choir NeSA R-M-S Testing Window	14 JH Track @ Ray Cent 4:00 UNL Foreign Language Fair NeSA R-M-S Testing Window	15 NeSA R-M-S Testing Window	16 MUDECAS JH Track @ PC 9:00 a.m. PROM - @ Hidden Valley
17	18 JH Quiz Bowl @ PHS NeSA R-M-S Testing Window	19 HS Track @ SDA 9:00 a.m. NeSA R-M-S Testing Window	20 NeSA R-M-S Testing Window	21 JH Track @ Conestoga 2:00 NeSA R-M-S Testing Window	22 District Music Contest @ JCC NeSA R-M-S Testing Window	23 MUDECAS HS Track @ JCC 9:00 AM
24	25 Golf @ Woodland Hills 2:00 High School Awards NeSA R-M-S Testing Window	26 HS Track @ Conestoga 10:00 NeSA R-M-S Testing Window	27 Golf PHS Invite @ Woodland Hills 8:30 a.m. NeSA R-M-S Testing Window	28 JH Track @ JCC 4:00 NeSA R-M-S Testing Window	29 FFA Banquet NeSA R-M-S Testing Window	30 ECNC HS Track 10:00 a.m. @ Auburn

~ May 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 HS Track @ Freeman 9:00	4	5 Golf @ JCC Invite 9:00 a.m.	6 ECNC JH Track @ TBA 10:00 a.m. HS Track @ JCC 9:00 a.m.	7 Graduation 2:00
	NeSA R-M-S Testing Window	NeSA R-M-S Testing Window	NeSA R-M-S Testing Window	NeSA R-M-S Testing Window	NeSA R-M-S Testing Window	
8	9 ECNC Instrumental Clinic @ Freeman 9:00 a.m.	10 Golf @ Hidden Valley 8:30 a.m.	11	12 HS District Track	13	14
15	16 District Golf	17	18	19 Student's last day 1:30 dismiss	20 Teacher last day	21
					HS State Track	HS State Track
22	23	24 State Golf	25 State Golf	26	27	28
29	30 Memorial Day	31 Driver's Education Classroom 8:30-12:30	Notes:			
31	Notes:					

~ June 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Driver's Education Classroom 8:30-12:30	2 Driver's Education Classroom 8:30-12:30	3 Driver's Education Classroom 8:30-12:30	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	Notes:	

2ND Semester								
2015-2016	8:15-9:05	9:08-9:58	10:01-10:51	10:54-11:44	11:47-12:58	1:01-1:51	1:54-2:44	2:47-3:37
	<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>	<u>FOURTH</u>	<u>FIFTH</u>	<u>SIXTH</u>	<u>SEVENTH</u>	<u>EIGHTH</u>
BUESCHER	ENGLISH 7	ENGLISH 7	ENGLISH 9	ENGLISH 10	SPEECH	ENGLISH 9	PLAN	ENGLISH 10
CERNY	PLAN	LIFE SKILLS	LIFE SKILLS	ELEM	ELEM	ELEM	ELEM	ELEM
CHURCH	SCIENCE 8	SCIENCE 8	SCIENCE 7	BIOLOGY	PLAN	GEN. SCI. 11/12	SCIENCE 7	BIOLOGY
CONN	PER. FINANCE	MSA 9	PER. FINANCE	ACCOUNTING	MSA 10	7TH Ipad 101	8th MSA	PLAN
CUNNIGHAM					J.H. Exploratory	HUMAN SVCS	FOODS	HEALTH 9
DAVENPORT	CHEMISTRY	PLAN	ANATOMY	PHYSICS	SCIENCE 9	SCIENCE 9	CHEMISTRY	ANATOMY
FERRETTI	SPED	SPED	SPED	SPED	PLAN	SPED	SPED	SPED
GABRIEL	BEG WOODS	WELDING	DRAFT/DRAW	J.H. Exploratory	PLAN/LUNCH	Adv. Woods	WELDING	CONSTRUCTION
GILL	SPANISH I	SPANISH II	SPANISH II	J.H. Exploratory	PLAN/LUNCH	SPANISH IV	SPANISH I	SPANISH III
HOEFT	SPED	SPED	SPED	SPED	SPED/PLAN	A.D.	A.D.	A.D.
JENSEN	MATH 8	ALGEBRA 8	MATH 7	GEOMETRY	PLAN/LUNCH	GEOMERTY	MATH 7	SEMINAR
KOTIK	GOVERNMENT	WORLD HIST	WORLD HIST	GEOGRAPHY	GOVERNMENT	PLAN	GEOGRAPHY	JH ADVISORY
MAAS	ALGEBRA 1	ALGEBRA 1	CALCULUS	PRE CALC	ALGEBRA 2	ALGEBRA 2	PLAN	WT. TRAIN
MALONE	AG SCIENCE	AG BUS	AG MGMT	J.H. Exploratory	PLAN/LUNCH	WELDING	ANIMAL SCI	JH ADVISORY
MCCREIGHT	ELEM	ELEM	ELEM	PLAN/LUNCH	J.H. Exploratory	H.S. CHOIR	H.S. CHOIR	PLAN
MURPHY	H.S. BAND	H.S. BAND	H.S. BAND	J.H. Exploratory	PLAN/LUNCH	ELEM	ELEM	ELEM
PANKO	HISTORY 7	HISTORY 7	HISTORY 8	AM. HIST	PLAN	HISTORY 8	AM HISTORY	JH ADVISORY
POLLOCK	PSYCH	ENGLISH 11	ENGLISH 8	PLAN	ENGLISH 11	ENGLISH 8	RESEARCH	SR. LITERATURE
SMIDT	ELEM	ELEM	ELEM	PLAN/LUNCH	J.H. Exploratory	LIB/TECH/SH	LIB/TECH/SH	LIB/TECH/SH
SWARTZ	ELEM	ELEM	ELEM	PLAN/LUNCH	J.H. Exploratory	SCULPTURE	PAINTING	DRAWING
TRAUSCH	SPED	SPED	SPED	SPED	SPED	SPED	SPED	PLAN
WERGIN	ELEM	ELEM	ELEM	ELEM	PLAN/LUNCH	PE 7	PE 8	PE 9

DISTRICT OR-1 PUBLIC SCHOOLS
PALMYRA JUNIOR-SENIOR HIGH SCHOOL

“Together, we prepare our students to successfully meet the challenges of the future.”

January 18, 2016
Staff Development Agenda
Palmyra High School

8:00 a.m. – 8:30 a.m.	Coffee/Juice/Rolls –
8:00 a.m. – 8:30 a.m.	New Staff meet with EAP Rep. @ PHS
8:30 a.m. – 10:00 a.m.	7-12 staff - (Jen) Effective Vocabulary Instruction (Follow up on August work)
10:30a.m. -12-:00 p.m.	NeSA and C4L (Jen) at Bennet K-12 Special Education Staff with Ellen – PHS Library (Everyone else individual work)
Noon – 1:00 p.m.	Lunch on your own
1:00-2:00 p.m.	7-12 staff meeting to include: NeSA scheduling Principal Advisory Meeting 8ToGreat Planning (If not in committee meetings, individual work)
2:15 p.m. – 3:15 p.m.	7-12 staff– PHS Library Mr. Hanger - Facility Update
3:15 p.m. – 4:00 p.m.	K-12 individual work at buildings

January Elementary Principal's Report:

1. Second Semester is underway. The students and staff all came back from break rested and ready to learn. It's nice to have the students back in the building and in a routine.
2. Report cards for second quarter were sent out on Friday, January 8th. We are now looking ahead to Parent teacher conferences on Tuesday, February 9th.
3. January 18th is scheduled for a teacher in-service day. It will be a very busy day for the staff. We will be looking at our School Improvement Goal of Vocabulary, our RtI process, NeSA testing and preparation. The agenda is attached.
4. We will be celebrating the 100th Day of school on Thursday, January 21st.

January 18, 2016
Staff Development Agenda
Bennet Elementary

8:00 a.m. – 8:30 a.m. 8:30 a.m.	Coffee/Juice/Rolls – Meet with EAP for new staff in Palmyra
8:30 a.m. – 10:00 a.m.	Effective Vocabulary Instruction (Follow up on August work) All Pre K-6 teaching staff – Bennet (Suzanne)
10:30a.m. -12:-00 p.m.	NeSA and C4L (Jen) K-12 Special Education Staff with Ellen – PHS Library
Noon – 1:00 p.m.	Lunch on your own
1:00-2:00 p.m.	Pre K-6 teaching staff – Mr. Hanger - Facility Update
2:15 p.m. – 3:15 p.m.	<u>Pre K-6 teaching staff</u> Behavior RtI Odysseyware Principal Advisory Meeting NeSA scheduling
3:15 p.m. – 4:00 p.m.	K-12 individual work at buildings

Together we prepare our students to successfully meet the challenges of the future.

Palmyra District OR-1 Public Schools – Board of Education Protocol Re: 2015 Bond Issue Projects - Construction Change Orders and Construction Change Directives.

A. Purpose of Protocol: In accordance Neb. Rev. Stat. §§ 79-525 and 79-526, R. R. S., the Board of Education of the Palmyra District OR-1 Public School District has full authority and responsibility for all decisions regarding educational and ancillary school building (and appendages) construction contracts, change orders, and payments. Within this authority the School Board may, at its option authorize the Superintendent of Schools or other designated individual to approve change orders and construction change directives in the name of the School Board for pre-established amounts. Thus, this policy is established to prescribe the manner in which construction change orders shall be initiated, approved, and reported subject only to the provisions of the contract of construction or general conditions incorporated therein.

B. Applicability: This policy applies to all change orders associated with construction contracts awarded by the School Board.

C. Definitions: The following words and phrases shall have the meanings as provided below:

- Change Order means a written amendment to the construction contract issued and signed by the Superintendent or designee, the architect-engineer, and the contractor authorizing a change in the scope of work, an adjustment in the contract sum or contract time, or both.
- Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- Construction means demolition, renovation, remodeling or new construction. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.
- Construction Contract and/or Contract Documents means the agreement between the Board and the contractor or architect-engineer, plans and specifications, approved construction change orders and any addenda issued prior to the execution of the contract, and other written modifications.
- Critical Path means the longest sequence of critical activities in a project plan which must be completed on time for the entire project to be completed on the due date. An activity on the critical path cannot be started until its predecessor activity is complete. The completion of the construction project is delayed when one of the critical path activities is not started and/or not finished on time.

- Emergency means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population of the school community or substantial damage to or loss of School Board property.
- Final Completion means when the Work and the requirements of the construction contract documents are fully and finally completed.
- Major Construction Projects means projects for the construction, renovation or repair of new or existing buildings, facilities, or other permanent improvements with approved budgets of more than \$1 million in cost.
- Minor Construction Projects means projects for the construction, renovation or repair of new or existing buildings, facilities, or other permanent improvements with approved budgets of up to \$1 million in cost.
- Project means the total design and construction of which the Work performed under the contract documents may be the whole or a part.
- Substantial Completion means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. When substantial completion occurs for a portion of a construction contract for which the contract states a separate price, substantial completion occurs only to the work under that portion of the contract.
- Work means the construction and services required by the construction contract documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the architect, construction manager, or contractor to fulfill their obligations to the School Board. The Work may constitute the whole or a part of a construction project.

D. Policy Statement: The School Board recognizes that construction projects are complex undertakings and as such unforeseen conditions, market conditions, errors, omissions, and a number of other factors may impact the cost or schedule of projects, necessitating a construction change order. However, the School Board further believes that thoughtful planning should minimize the construction change orders that are necessary to a construction contract for any construction project. Thus, all changes which may be required after a construction contract has been awarded must be approved in accordance with this policy and be appropriately documented.

1. A construction change order shall not be binding on the School Board unless in writing, approved and executed by duly authorized parties as provided herein. All work which is the subject of a construction change order shall not commence until approved as provided herein. Otherwise, the Board will not be responsible for payment on a construction change order. Such authorized and fully executed construction change order shall be attached to and become a part of the original contract.

2. All construction change orders shall be funded by contingencies approved by the Board.

3. A construction project shall not be separated into smaller segments of funding, cost, work, or function to avoid the approval by a higher administrative or governing authority as provided herein.

E. Initiation of Change Orders: A construction change order is required for a change in the scope of Work, an increase or decrease in the amount of the construction cost, or to adjust the substantial or final completion date of a construction project. Construction change orders may be initiated by use of either Change Order Proposal Requests (COPR) or Construction Change Directives (CCD).

1. Change Order Proposal Requests (COPR). A COPR may be issued only when the contractor is in agreement and the backup to the construction change order contains no qualifying language from the contractor. This method should be used when the change affects items not on the critical path schedule and as provided herein.

2. Construction Change Directives (CCD). CCD changes may be authorized in a day or less and should be used for items that would delay the project's critical path, or when the contractor is not in agreement with the terms on the face of the construction change order. When terms of a CCD are finally agreed upon, a COPR should be issued.

F. Change Order Approval Authority:

1. Board Authority. The Superintendent shall recommend to the Board for its review and approval any major or minor construction change order that:

a. Is greater than \$25,000, or that increases the cumulative total of all construction change orders of a construction project approved by the Superintendent or designee to greater than \$100,000, or by more than 10% of the original construction contract amount, whichever is less;

b. Eliminates the Board's right to pursue liquidated damages, due to late delivery or untimely performance;

c. Impacts the occupancy date of a construction project; or,

d. Provides for facilities not approved in the specifications for facilities as approved by the Board; or significantly alters the design or extent of facilities provided for in the original contract documents.

2. Delegation of Authority for Major Construction Projects:

a. Superintendent or Designee Authority. The Superintendent may approve a construction change order request, whether a COPR or CCD, for a single, major construction

contract in an amount not to exceed \$25,000; provided however, the cumulative total of all approved construction change orders for a single, major construction contract by the Superintendent or designee does not increase the original construction contract amount by more than 10% or \$100,000, whichever is less. For the purposes of this subsection, the original construction contract amount for a construction management at risk contract shall be the amount approved by the Board in agreement, and amendment to the agreement, that establishes the guaranteed maximum price (GMP). The Board must approve all change orders in excess of the maximums shown above and as provided for in subsection 6(a)(i) herein.

(i) Designee's Authority. If the Superintendent delegates any of his authority as provided herein, the delegation shall be limited to the following:

(a) The designee has authority to approve a construction change order request, whether a COPR or CCD, for a single, major construction contract in an amount not to exceed \$25,000; provided however, the cumulative total of all approved construction change orders for a single, major construction contract by the Superintendent or designee does not increase the original construction contract amount by more than 10% or \$100,000, whichever is less;

(b) The designee may not re-delegate such authority; and the designee may not approve matters falling within the Board's authority as provided herein.

3. Delegation of Authority for Minor Construction Projects:

a. Delegation to Superintendent. The Superintendent may approve a construction change order request, whether a COPR or CCD, for a single, minor construction contract in an amount not to exceed \$25,000; provided however, the cumulative total of all approved construction change orders for a single, minor construction contract by the Superintendent or designee does not increase the original construction contract amount by more than 25% or \$100,000, whichever is less. The Board must approve all change orders in excess of the maximums as provided in this subparagraph.

b. Designee's Authority. If the Superintendent delegates any of his authority as provided in this subsection, the delegation shall be limited to the following:

(1) The designee has authority to approve a construction change order request, whether a COPR or CCD, for a single, minor construction contract in an amount not to exceed \$25,000; provided however, the cumulative total of all approved construction change orders for a single, minor construction contract by the Superintendent or designee does not increase the original construction contract amount by more than 25% or \$100,000, whichever is less;

(2) The designee may not re-delegate such authority; and,

(3) The designee may not approve matters falling within the Board's authority as provided in subsection 6(a) herein.

Emergency Change Orders: In an emergency situation, the Superintendent may approve a change order, beyond his/her authority limits described in this policy, which is reasonably necessary for emergency purposes to:

1. Prevent or minimize an imminent threat to the health, welfare and safety of District students, employees, volunteers, contractors and visitors; or,

2. Protect, the work and structural integrity of a facility, equipment, material to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or,

3. Protect, where damage or injury has occurred, work equipment or materials to be used in the work, human safety, or the environment at or near the site of the work, from further or additional damage or injury or deterioration.

The Superintendent shall present a written finding of the existence of the emergency and the change order in a report to the Board at the next subsequent meeting following approval by the Superintendent.

G. Documentation Required:

1. A construction change order shall be in writing on a District-specified form and supported by a written justification, appropriate backup and a written cost proposal from the contractor/construction manager showing quantities and sizes of materials; unit cost (itemized costs and/or credits); labor; profit and overhead; a statement indicating what the proposed change in work will have on the contract/project time and/or cost; and a narrative justification of the change in relation to the original bid/educational specifications. Change order requests shall include any work that is added, omitted or deleted, along with attached costs or deductions where applicable. On Design-Bid-Build and Construction Management at Risk projects, the architect/engineer shall examine the requested change order to determine that the request is justified and reasonable and the information provided is accurate. Such documentation shall be signed by the architect/engineer and the contractor prior to submission the District. If additional information is requested by the Board/District for the purposes of evaluating the change order request, such information shall be timely submitted.

2. Where a construction change order is made at no additional cost, or where added or deleted work balance in cost, the change order shall be prepared to record the fact that such changes were made, including a description, explanation and monetary sums.

3. When considering cumulative limits as provided above, deductive change orders shall be tracked separately from and not count towards the cumulative limits.

4. For each construction contract, the Director of Facilities Services shall ensure a construction change order log and all related change order documentation are maintained in an auditable manner.

5. [OPTIONAL] Review by the Construction Oversight and Review Committee: All construction change orders, whether to be approved by the Superintendent, designee, or the School Board, shall be forwarded to the Construction Oversight and Review Committee (CORC) for its review and comment, as soon as practical, consistent with Board Policy.

6. [OPTIONAL] General Counsel Review: Prior to a construction change order being presented to the Superintendent and/or Board, the General Counsel shall review and sign-off on all construction change orders to ensure the change order is in conformance with this policy and otherwise legally sufficient.

H. Reporting of Change Orders: All COPRs and CCDs approved by the Superintendent, or designee, must be reported to the Board at the next regular meeting. A report detailing the construction change orders, activities and finances shall be provided to the Board and the Construction Oversight and Review Committee comparing the initial budget approved by the Board for the construction project and the actual cost to construct the project so that the Board and Committee are informed, in a summary format, of construction change orders affecting the project costs and schedules. The information shall be entered into the official minutes of the Board and Committee.

I. Implementation of Policy: The Superintendent or designee is responsible for ensuring that this School Board policy covering construction change orders is properly implemented.

J. Prohibitions: Construction change orders shall not be divided to evade the provisions of this policy. Further, a proposed change to a construction contract shall not be split so that the resulting change orders do not exceed the limits established by this policy.

K. Administrative Procedures or Directives: The Superintendent shall add any additional conditions necessary to protect the policies and interests of the School Board and promulgate any necessary administrative procedures or directives.

**OWNER'S REPRESENTATIVE AGREEMENT WITH OTOE COUNTY DISTRICT 66-0501, A/K/A
PALMYRA-BENNET PUBLIC SCHOOL DISTRICT FOR CONSULTING AND SUPERVISION
SERVICES WITH REGARD TO DESIGN AND CONSTRUCTION OF THE ADDITIONS AND
RENOVATIONS TO SCHOOL FACILITIES IN PALMYRA, NEBRASKA AND BENNET,
NEBRASKA**

This Agreement made by and between Otoe County School District 66-0501, a/k/a Palmyra-Bennet Public Schools a/k/a Palmyra District OR 1, 425 "F" Street, Palmyra, Nebraska 68418-0130, Telephone: (402) 780-5327, hereinafter referred to as "Owner" or "District", and [Insert Name of Owner's Representative], [Insert Address], [City], [State] 00000, Telephone: (000) 000-0000, hereinafter referred to as "Owner's Representative."

The Owner and the Owner's Representative in consideration of the mutual covenants herein set forth, agree as follows:

**SECTION I
BASIC SERVICES**

The Owner's Representative agrees to perform the following professional Owner's Representative services to the Owner in connection with the project(s) described herein:

1. General Terms.

A. The "Owner" or "District." The Owner or District referred to in this Agreement is the Palmyra-Bennet Public Schools a/k/a Palmyra District OR 1, 425 "F" Street, Palmyra, Nebraska 68418-0130.

B. The "Project Architect." The Project Architect referred to in this Agreement is the Clark Enersen Partners, 1010 Lincoln, Mall, Suite 200, Lincoln, Nebraska 68508.

C. The "Owner's Representative." The Owner's Representative referred to in this Agreement is [Insert Name of Owner's Representative], [Insert Address], [City], [State] 00000. The Owner's Representative shall provide professional construction consultant services, and shall have no responsibility for, or interest in profits from, the cost of the Project, subject to the following requirements:

(1) **Certification.** The Owner's Representative certifies that the personnel designated as the principal-in-charge or Project Manager shall at all times during the term of this agreement have a minimum of ten (10) years of experience in the construction industry as a project manager and site superintendent under a general contractor, construction management, and/or design build construction delivery systems.

(2) **Fiduciary Capacity.** The Owner's Representative will serve in a fiduciary capacity as the Owner's professional construction consultant and advocate in those phases of the Project to which this Agreement applies and will give consultation and advice to, and representation of, the Owner during performance of the Owner's Representative services hereunder. For purposes of this Agreement a "fiduciary" means a position of advocacy and trust on the part of the Owner's Representative for the benefit of the Owner.

(3) **Assigned and Dedicated Personnel.** The Owner's Representative has been selected based upon the firm's qualifications for the Project, which qualifications relate specifically to the unique and special skills and professional design and construction management experience of the personnel of the Owner's Representative assigned and dedicated to the Project for its term. A material consideration in the selection of the Owner's Representative, was the representation by the Owner's Representative to the Owner that the personnel identified during the selection process as assigned and dedicated to the Project will be available and assigned to the Project through the completion of all

Owner's Representative services required under this Agreement. The removal, replacement, resignation, incapacity or death of assigned and dedicated personnel of the Owner's Representative may be deemed by the Owner to constitute a material breach of this Agreement. The Owner's Representative's personnel assigned and dedicated to the Project shall not be removed or replaced without the Owner's consent, which consent will not be unreasonably withheld. The failure of the Owner's Representative to obtain such consent of the Owner to remove or replace assigned and dedicated personnel or the resignation of key personnel of the Owner's Representative may be deemed by the Owner to constitute a material breach of this Agreement. The Owner shall have the right to direct the Owner's Representative to remove or replace any personnel whose performance becomes unsatisfactory to the Owner.

(4) Ineligibility to Perform the Work: The Owner's Representative, or any individual, partnership or corporation with which the Owner's Representative is affiliated or has a pecuniary interest, may not submit a bid for or perform any of the Work of the Project as a contractor, subcontractor or supplier.

D. Project Team. The Project Team referred to in this Agreement is the Owner, the Project Architect, Owner's Representative and General Contractor.

E. Scope of the Work. The scope of the work that shall be the subject of the Owner's Representative services relate to the (1) construction of additions and renovations and demolition of a portion of the current building at the Palmyra Secondary School building located at 425 "F" Street, Palmyra, Nebraska, and (2) construction of additions and renovations to the Bennet Elementary building located at 50 Dogwood Street, Bennet, Nebraska (hereinafter referred to as the "Project" or "Projects").

F. Scope of Services. Owner's Representative's services generally include assistance and consultation to the Project Team with regard to (1) budget and design and specification development; (2) project schedule; (3) review and value analysis and consultation with regard to schematic design, design development and construction documents for the Work; (4) development of a critical path schedule of the work including bench-mark dates for the issuance of bids for a general contractor for each of the Projects; (5) recruitment of qualified general contractors to bid the Work; (6) identification of the low responsible bidder for the Project; (7) contract supervision of the execution of the Work by the general contractor for the Project, including on-site inspections, processing and review of pay applications, review of pay applications, review of requests for information (RFI's), change orders (CO's) and progress reports (PR's); (8) management and supervision of Project close-out procedures and punch-list items; and, (9) verification and completion of warranty work required of the various contractors.

G. Term of Contract. The term of this contract shall be for a period beginning the date of the execution of this agreement by the Owner, and continuing through the occurrence of one of the following events, whichever occurs first in time:

(1) Project Completion. The term of this Agreement shall end upon the issuance to the Owner by the Project Architect of the Certificate of Substantial Completion for the Project issued last in time. Any additional services to be provided by the Owner's Representative after issuance of the Certificate of Substantial Completion shall be determined by a separate contract or addendum to this Agreement. This Agreement shall not create a continuing contract for Owner's Representative services for future building projects beyond the terms of this paragraph.

(2) Termination per Agreement. The termination of this Agreement according to its terms.

H. Contract Documents. The Agreement shall include by incorporation the following documents:

- (1) Exhibit A identified in Section IV.
- (2) Certificate of Insurance.

(3) Any amendments or modifications of this Agreement made after execution of this Agreement.

(4) The Owner's Representative's proposal and interview presentation materials; provided, that in the event any provision of such proposal is in conflict with any provision of the other Contract Documents listed in this section, the provision in such other Contract Document shall control.

I. Method of Construction Delivery. The Owner intends the following procurement or delivery method for the Project shall be Design-Bid-Build (competitive bid of a general contractor to construct the entire Scope of the Work).

J. Ownership and Use of Architect's Drawings, Specifications and Other Documents. Drawings, specifications and other documents prepared by the Project Architect for this Project are the product of work made for hire. These are and shall remain the sole property of the Owner. The Owner retains proprietary rights that the Project Architect and its consultants may possess in all such work product including without limitations, all copyright and other intellectual property rights. Disputes between the Owner and the Project Architect with regard to such documents shall be resolved by and between such parties. The Project itself is the property of the Owner, and the Owner's representative may not use the drawings or specifications for any purpose not related to the Project without the Owner's prior written consent.

2. Construction Review Services.

A. General Provisions. The Owner's Representative's basic services for professional construction consultant services of the Project shall consist generally of the services described in the Scope of Services section above as those services are described more specifically in this Agreement or derived logically from the terms of this Agreement, and any other services normally performed by an Owner's Representative employed to administer a project of this nature. The scope of the Owner's Representative's basic services is to also include those Owner's Representative services not described that are reasonable, consistent with, and necessary to provide the Owner with a complete and functioning facility. All of the Owner's Representative's services and documents of service shall comply with the restrictions and requirements of all governmental and quasi-governmental authorities, utility companies, fire underwriters, public authority, and other agencies and organizations having jurisdiction over this Project in accordance with such codes, statutes, requirements, and regulations in effect at the time of the commencement of construction of the Project. For purposes of construction consultation services to be provided by the Owner's Representative, the following descriptions shall apply:

(1) **General Administration of Project.** The Owner's Representative shall provide general oversight of the construction phases of the Project on behalf of the Owner. The Owner's Representative shall consult with the Owner, attend Project meetings, communicate with members of the Project Team and issue progress reports. The Owner's Representative shall coordinate the services provided by the Owner's Representative's consultants with those services provided by the Owner and the Owner's consultants, the Project Architect and the General Contractor.

(2) **Master Project Schedule.** The Master Project Schedule is to be prepared by the General Contractor for the Project, and shall identify benchmark and milestone dates for decisions required by the Owner for the delivery of design services furnished by the Project Architect, and commencement of construction and substantial completion of the work. The Owner's Representative shall provide advice to the Owner regarding the Master Project Schedule and the scheduling and sequencing of the work and shall work with contractors to enforce the schedule for the Project to assure Substantial Completion by the date established by such schedule.

(3) **Value Engineering.** Value engineering shall consist of consultation with the Project Team with regard to the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics of the Project. The Owner's

Representative shall review the design documents based upon the educational program established for the Project by the Owner and Project Architect and provide consultation with regard to general value engineering for the Project, including an analysis of construction means, materials and systems including an analysis of the long-term cost effectiveness of alternative design choices for the systems described in the design documents.

(4) Estimates of the Cost of the Work. Estimates of the Cost of Work shall be prepared by the Project Architect, shall include the estimated cost of each of the sixteen (16) standard divisions of the Work, and may incorporate contingencies for price escalation and possible Owner change orders or construction change directives. The Owner's Representative shall review the cost estimates provided by the Project Architect based upon the design documents, provide consultation and advice to the Owner with regard to the validity and accuracy of such cost estimates for the materials, equipment, component systems and types of construction within the Construction Documents, and evaluate such cost estimate in consideration of the project budget.

(5) Compliance with Applicable Laws and Regulations. Compliance with applicable laws shall consist of consultation with the Project Team in complying with and satisfying applicable codes, ordinances, rules, and regulations of any governmental authority having jurisdiction over the construction of the Project. The Owner's Representative shall assist the Owner in connection with the Owner's responsibility for filing the documents that are required for the approval of governmental authorities having jurisdiction over the Project.

B. Construction Phase Services. During the construction phase the Owner's Representative shall perform the following services:

(1) Pre-Commencement of Construction Meetings. The Owner's Representative shall organize and schedule advance construction progress meetings with the Owner, Project Architect, and the Contractor for the Work or portion of the Work to (a) educate all parties regarding the schedule, budget, quality requirements, and sequencing of the Work; (b) establish and monitor mutual project goals, and generate understanding of the entire project; (c) establish effective issue resolution procedures; and, (d) facilitate information flow to and from the Project Architect using Requests for Information (RFI's) from the contractor and the routing of inquiries for interpretation of the contract documents.

(2) Coordination of the Work. The Owner's Representative shall establish procedures for coordination meetings, and schedule such meetings, among the Owner, Project Architect, Contractors and Owner's Representative with respect to all aspects of the Work. The Owner's Representative shall consult with the Project Architect and General Contractor with regard to the requirements of the plans and specifications and Master Project Schedule for the Project as may be necessary to properly coordinate the Work of the various Contractors and report to the Owner any issues or concerns regarding such coordination.

(3) Construction Meetings and Conference Calls. The Owner's Representative shall attend all weekly meetings and/or conference calls with the Project Architect and General Contractor and represent the interests of the Owner during these meetings, as well as document and report to the Owner any and all pending challenges to the Project's quality of construction or materials and on time and under budget completion that arise.

(4) Insurance and Bonding. The Owner's Representative shall verify the receipt by the Owner from each contractor the performance and payment bonds with a well rated surety company; and, shall verify that the contractor has all required insurance with the specified levels of coverage as set forth in the contract documents for each such contract, and assure that the Owner have a copy of the certificate of insurance from each Contractor on file for the term of the contract.

(5) General Conditions of Contractor Contracts. The Owner's Representative shall review the administration of the Contracts for Construction in conjunction with the Project Architect and General Contractor to confirm compliance by each contractor on the Project with the General Conditions

of the Contract for Construction adopted by the Owner for the Project, or such other general conditions of construction contract document specified by the Owner.

(6) Update of Master Project Schedule. The Owner's Representative shall review all updates to the Master Project Schedule by the General Contractor as the construction phase of the Project progresses. The Owner's Representative shall provide the current Master Project Schedule on a regular basis to the General Contractor for use in the sequencing and completion of the Work, or portions thereof.

(7) Reports to Owner. The Owner's Representative shall provide monthly written reports to the Owner on the progress of the entire Work. The Owner's Representative shall maintain a daily log of activities at the site, including: A record of weather; Contractors working on the site; number of workers; a list of visitors, their titles, and time and purpose of their visit; nature and location of Work accomplished; verbal instructions and interpretations given to Contractor; specific observations of the Work on that day; any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time; and, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Project Architect.

(8) Quality Control. The Owner's representative shall review the quality control of the construction of the Work by the General Contractor. The Owner's Representative shall consult with the General Contractor on the means and methods employed by the General Contractor to assure that the Work of each Contractor or subcontractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Owner's Representative shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work by the General Contractor in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Owner's Representative, in consultation with the Project Architect, may reject Work which does not conform to the requirements of the Contract Documents. To ensure quality construction of the Project according to the plans and specifications, the Owner's Representative shall:

(a) Owner's Representative's Project Management Personnel. Maintain exclusively for the Project an On-Site Owner's Representative approved by the Owner to observe the Work and progress of the Contractors. The On-Site Owner's Representative shall be on the Project site at all times work is being performed by a contractor on the Project, and shall:

(i) Compliance with the Contract Documents. Review all stages of construction to become intimately familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents;

(ii) Safety of Construction Means and Methods. Review with the General Contractor in charge of the Work the safety programs developed by each of the Contractors or Subcontractors for purposes of coordinating the safety programs with those of the other Contractors or Subcontractors, and provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors, provided safety shall be the sole responsibility of the General Contractor, and the Owner's Representative shall have no responsibility therefor;

(iii) On-Site Inspection. Make continuous on-site inspections to check quality or quantity of the Work; and,

(iv) Defects and deficiencies. Keep the Owner informed of progress of the Work, and will guard the Owner against defects and deficiencies in the Work.

(b) Monitoring, Documenting and Reporting. The performance of each contractor or subcontractor, and the General Contractor as applicable, shall be monitored, documented and reported by the Owner's Representative and tracked against the construction meeting minutes and

the updated Master Project Schedule on a weekly basis, with one formal conference call report to the Owner each week of progress made and issues outstanding with regard to the Project. In documenting Contractor performance, the Owner's Representative shall:

(i) Contractor Performance Report. Produce and update a contractor performance report on a monthly basis. Such Contractor Performance Report to include:

(aa) Evaluation of Contractor Performance. An evaluation of the performance of each contractor prepared and submitted on a form provided by the Owner, appraising the Contractor's performance of the Work of the Contractor with regard to compliance with the plans and specifications, the Master Project Schedule, including meeting benchmark and critical path dates and conformance with sequencing of the work of other contractors, and other pertinent information.

(bb) Log of Correspondence and Communications. Upon request of the Owner, prepare a log providing a record of all written correspondence (including e-mail and text messages) and telephone conversations, and general accountability for other members of the Project Team based upon their representations in terms of schedule, man-power, availability of materials, sequencing of the work, and other issues; such documentation to be provided from the perspective of the Owner, with the imperative of preventing miscommunication and attendant claims.

(cc) Project Photographs and/or Video Documentation. Digital photographs and video imaging of the Work at appropriate stages, the preparation and archiving of such photographs/videos, and the inclusion of such photographs and videos into the weekly and monthly reports provided to the Owner.

(dd) Follow-up with Non-Performing Contractors. A report prepared in conjunction with the General Contractor, of follow-up, on a daily basis, with contractors or subcontractors not meeting responsibilities or deliverable requirements to increase the level of effort, and shall make weekly recommendations to the Owner and the General Contractor of corrective action needed and a time frame for such corrective action to occur. The Owner's Representative shall recommend a course of action to the Owner if construction contract requirements are not being fulfilled.

(ii) Evaluation of Project Architect Performance. An evaluation of the performance of the Project Architect prepared and submitted on a form provided by the Owner, appraising the performance of the work of the Project Architect with regard to the preparation and overall quality of the plans and specifications, the Master Project Schedule, and construction administration services to be provided by the Project Architect. Upon request of the Owner, the Owner's Representative shall prepare a log providing a record of all written correspondence (including e-mail and text messages, RFI's, ASI's, change orders, etc.) and telephone conversations, and general accountability for other members of the Project Team with regard to issues relating to the Project Architect's prepared plans and specifications for the project.

(9) Cost Control. The Owner's Representative shall develop and maintain an effective system of monitoring the Cost of the Work which is satisfactory to the Project Architect, General Contractor, and the Owner. To ensure the Cost of the Work is within the budget parameters established for the Project, the Owner's Representative shall:

(a) Monitor Estimate of Construction Cost. Monitor the approved estimate of construction cost, and shall chart actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

(b) Review of Cash Flow Reports. Review cash flow reports and forecasts for the Project and advise the Owner and the Architect as to variances between actual and budgeted or estimated costs.

(c) Cost and Payment Status Report. Produce and update a cost and payment status report on a monthly basis showing the original budget, revisions made and approved by the Owner to the original budget, and the current budget, and include therein contract amounts, invoices received, payments issued, and current and pending changes to the overall contract amounts, culminating with a variance from the budget for each contract. The report shall contain an executive summary of the Project's progress, over and under budget items, outstanding major issues, future risks to the Project's progress, and a detailed cost and payment status tracking log on a line item basis in the level or detail and granularity requested by the Owner. Cost and payment status reports shall be included as part of the monthly written report to be provided by the Owner's Representative. At the discretion of the Owner such reports may be required to be updated on a bi-monthly or weekly basis.

(d) Identification of Variances in Budget. Upon identification of variances between actual and budgeted or estimated costs, advise the Owner and Project Architect of the reasons that such projected costs are below or exceed budgets or estimates, and provide advice and counsel as to strategies and options to make changes in the plans and specifications or delivery of the contracts to bring the Project within the budget parameters.

(e) Accounting. Maintain a system of accounting consistent with generally accepted accounting principles on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records. The Owner's Representative shall preserve all accounting records for a period of four (4) years after final acceptance of the Work. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

(10) Processing and Approval of Shop Drawings, Product Data, Samples and Other Submittals. In collaboration with the Project Architect, the Owner's Representative shall review the procedures established by the Project Architect for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals by the Project Architect. The Owner's Representative may as deemed appropriate and necessary review Shop Drawings, Product Data, RFI's, ASI's, and samples and other submittals from the Contractors. The Owner's Representative shall coordinate submittals with information contained in related documents and transmit to the Project Architect those which have been approved by the Owner's Representative. The Owner's Representative shall ensure that the General contractor is:

(a) Creating, implementing, and maintaining a detailed submittal schedule, issuing it at each weekly meeting for review and comment by all team members. The General Contractor, each Subcontractor from which a submittal is required, the Project Architect, the structural, mechanical, or electrical engineer, and the Owner should all be entered into a resource table by the General Contractor. Using such resource table, the submittal schedule shall be resource-loaded, and the activity-within-resource report generated by the General Contractor, which will serve to simplify the accountability in each team meeting for the timely issuance and approval of submittals.

(b) Maintaining a log of all submittals for the Project, and shall have knowledge of where each submittal is among the possible team members, and when each such submittal is due. In the event the General Contractor, any subcontractor, the Project Architect, or any design consultant fails to perform in accordance with the submittal schedule, the log prepared hereunder will be used to resolve any impasse in the submittal process. The Owner's Representative's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

(11) Evaluation of Adequacy of Contractors' Personnel. The Owner's Representative shall observe and evaluate the adequacy of Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule for each Project. In consultation with the Owner and Project Architect, the Owner's Representative shall recommend to the Owner necessary corrective actions when requirements of a Contract or a Contractor's schedule are not being met at no cost to the Owner.

(12) Review and Processing Change Orders. The Owner's Representative shall develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Project Architect's responsibilities for design, the Owner's Representative shall do a detailed analysis of all change orders presented by the General Contractor, reviewing them for detail of information provided, compliance with industry standards, and accuracy of pricing. In addition, each Change Order's impact on the overall Project Budget, sequencing of the Work and schedule, as well as its impact on specific line items in business days will be validated. In addition, the Owner's Representative shall ensure that the General Contractor prepares and maintains a Change Order Log showing each change order by number and containing a description with the "As Submitted" and "As-Approved" amounts set forth therein, and the current status of the progress of the Work resulting from such change order. The Owner's Representative shall prepare and maintain a "Contingency Log" showing the cost of each change order allocated to the Owner's budgeted contingency.

(13) Applications for Progress and Final Payments. The Owner's Representative shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

(a) Review and Certification of Contractors' Applications for Payment. Based on the Owner's Representative's observations and evaluations of each Contractor's Application for Payment, the Owner's Representative shall review and certify to the Owner the amounts due the respective Contractors through the issuance of a Certification of Payment. Upon receipt of an application for payment, the Owner's Representative shall obtain and review the supporting information provided by the General Contractor or Contractor and verify its mathematical and contractual correctness, as well as verifying the status of the completion of the project in relation to these items. The Owner's Representative shall use an earned value concept that is based upon a cost-loaded schedule showing completion by percent in each of the numerous activities that are verified by on-site review, and shall also carefully scrutinize the job-cost-coded labor reports of the General Contractor for all self performed work for reasonableness and compliance with the plans and specifications and industry standards. For each Application for Payment, the Owner's Representative shall require the General Contractor or Contractor to provide the consent of the surety holding for the performance and payment bond with the Application for Payment. With regard to the issuance of Certificates of Payment, the following standards shall apply to the Owner's Representative:

(i) Issuance of Certificate of Payment - Progress Payments. The issuance of a Certificate for Payment shall be a representation that the Owner's Representative has (1) made continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

(ii) Issuance of Final Certificate of Payment - Substantial Completion. The Owner's Representative's certification of final payment upon the Contractor achieving substantial completion of the Work shall constitute a representation to the Owner, based on the Owner's Representative's determinations at the site and on the data comprising the Contractors' Applications for Payment, that, to the best of the Owner's Representative's knowledge, information and belief, the Work has been completed in accordance with the Contract Documents. The foregoing representations are based on an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, the results of subsequent tests and inspections, the correction of minor deviations from the Contract Documents, and to specific qualifications expressed by the Owner's Representative. The issuance of a Final Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

(14) Review the Safety Programs. The Owner's Representative shall review the safety programs developed by the General Contractor for each of the Contractors or Subcontractors for

purposes of coordinating the safety programs with those of the other Contractors checking for coordination of safety programs, compliance with job site security requirements in the construction documents, receipt of and review of certificates of insurance, and delivery, storage and protection of Owner purchased materials; provided that overall Project safety shall be the sole responsibility of the General Contractor, and the Owner's Representative shall have no responsibility therefor.

(15) Monitoring of Third Party Testing and Inspections. The Owner's Representative shall confirm with the Project Architect and General Contractor that all third-party testing and inspections required by law or regulation or the contract documents has been performed according to the process and procedures required by governmental authorities or the plans and specifications, and provide assistance to the Project Team with the retention of such third-party testing and inspection providers and confirming the number of tests or inspections required.

C. Project Completion. As part of determining Project completion and issuing Certificates of Substantial Completion, the Owner's Representative shall:

(1) Certificate of Occupancy. Assist the Project Team in applying for and receiving a Certificate of Occupancy.

(2) Testing and Start-Up of Systems. With the Architect and the Owner's maintenance personnel, the Owner's Representative shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment, and observe training sessions of District personnel on all new mechanical/electrical or other equipment ensuring proper documentation of the training and videography of the training for future use, and that the Owner's operations and maintenance manuals for the facility are properly distributed and in compliance with industry standards.

(3) Check Conformance of the Work. When the Owner's Representative has been advised by the General Contractor that the Work or a designated portion thereof is substantially complete, meet with the General Contractor and the Contractor or Subcontractor to check the conformance of the work with the plans and specifications, and shall then prepare for the Project Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Owner's Representative shall assist the Project Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

(4) Determine the Date or Dates of Substantial Completion and Move-In. Work with the Project Architect to supervise final inspections and acceptance of the Project by the Owner, and determine the date or dates of Substantial Completion and the date of final completion for each Contractor. In conjunction with the Project Architect verify for the Owner the issuance of Certificates of Substantial Completion; and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by each Contractor; and issue a final Certificate for Payment for each contract based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Schedule staff move-in, and start up of normal operations in the building, coordinating the transition from the General Contractor possession of the building to the Owner's occupancy and beneficial use of the building.

(5) Punch Lists and Separate Warranty Work Lists. Work with the Owner through their respective staff personnel, to develop a final punch list, producing a schedule with the General contractor for completion of each of the punch list items, work with the General Contractor and Project Architect to develop a weekly program to validate the implementation of the punch list schedule, estimate the remaining cost to complete the punch list items for withholding that amount from the General Contractor or Contractor's Application for Payment over and above any required retainage, and facilitate the sign-off on all of the punch list items by the Owner and the Project Architect.

(6) Warranties, Guarantees, Operating and Maintenance Instruction Books. Secure written warranties, guarantees, operating and maintenance instruction books, keys, diagrams, charts,

record drawings, and technical specifications required of the construction contractor and ensure delivery and explanation of such documents to the Owner.

(7) Balances on Contracts and Retainage. When the Work is found to be substantially complete, the Owner's Representative shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(8) Bonding and Consent of Sureties. The Owner's Representative shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) any other documentation required of the Contractor under the Contract Documents; and, (4) a final Notice of Substantial Completion.

(9) Report of Final Cost and Other Final Reports or Logs. Provide a formal report for the Project, to include the final cost and payment status report, a final comparison of actual verses targeted cost for each division of the Work and dates for construction, a final master change log, a final contingency allocation log, final proposal request log, final field clarification log, final Architect's supplemental information log, final submittal log, a sample monthly application for payment request, a post-occupancy evaluation report, and any other such information that may be helpful to the Owner's personnel in evaluating the success of the construction process on the Project.

(10) As-Built Drawings. Promptly after the Owner receives the Notice of Substantial Completion for the entire Project from the Project Architect and Owner's Representative, the Owner's Representative will assist the Project Architect in preparing for the Owner, at no expense to the Owner, reproducible As-built Drawings in a form approved by the Owner, and shall include all revisions made in the course of construction. The Owner's Representative may require a Contractor to maintain and update throughout the construction period a set of construction plans and specifications noting as-built conditions; the Owner's Representative shall rely on the accuracy of these documents in the preparation of As-built drawings for submittal to the Owner. The Owner's Representative shall on behalf of the Owner work with contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

(11) First Year Review of the Facility Operations and Performance. Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Owner's Representative shall, without additional compensation, conduct a meeting with the Owner and Project Architect to review the facility operations and performance.

SECTION II OWNER'S RESPONSIBILITIES

1. Provide information as to its requirements for the Project.
2. Assist Owner's Representative by placing at its disposal all available information pertinent to the site of the Project including previous reports, plans, and other data relative to the design and construction of the Project.
3. Furnish Owner's Representative with all civil engineering, materials testing and inspections, property, boundary, right-of-way, topographic and utility surveys, core borings, probings and subsurface explorations, laboratory tests and inspections of samples and materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
4. Guarantee access to and make provisions for Owner's Representative to enter on the building site as required in the performance of services under this Agreement, including access to conditioned office

space at the Project site with adequate power, access to internet, access to high-speed copier/printer and other reasonably requested office furnishings. The Owner's Representative shall provide its personnel with cell phones and all other necessary computer hardware at its expense.

5. Provide such legal, accounting and insurance counseling services as may be required for the performance of the work of the Project.

6. Give prompt notice to Owner's Representative whenever Owner observes or otherwise becomes aware of any defect in the Project.

7. The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Owner's Representative's responsibilities under this Agreement. The Owner's Representative shall notify the Owner if any such independent action will interfere with the Owner's Representative's ability to perform the Owner's Representative's responsibilities under this agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and have the same rights as the Contractor for the Project.

SECTION III PAYMENTS TO OWNER'S REPRESENTATIVE

1. Payments for Services and Expenses

A. **Basic Services.** For the Owner's Representative's Basic Services described under Section I, the Owner shall compensate the Owner's Representative as follows:

(1) Owner's Representative Compensation Elements. The Owner's Representative shall be compensated for basic services for Construction Phase Services pursuant to the terms negotiated by the Owner and the Owner's representative. The Owner's Representative's compensation shall be based upon a negotiated not-to-exceed maximum fee with actual compensation paid based upon actual hours worked by the Owner's Representative personnel approved for the Project by the Owner hereinafter referred to as "Maximum Personnel Expense" or "MPE", which shall represent the total amount to be paid to the Owner's Representative for services under this Agreement. The components to determine the Maximum Personnel Expense (MPE) for Owner's Representative services for the Project are as follows:

(a) Direct Personnel Expense. "Direct Personnel Expense" is defined as the direct salaries of the Owner's Representative's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. The hourly Direct Personnel Expense may also include an identified amount added to cover the Owner's Representative's overhead which shall be based upon a multiplier applied to the hourly direct personnel costs.

(b) Direct Personnel Expense Hourly Rate. "Direct Personnel Expense Hourly Rates" is the cost of the Direct Personnel Expense of the Owner's Representative expressed in an hourly contract man-hour rate for the Owner's Representative professional staff services and billed support staff identified on the negotiated Efforts Schedule. Direct Personnel Expense hourly rates shall be used for pricing the level of effort for the Owner's Representative services to be provided for the Project. The rates for each classification of position or discipline proposed by the Owner's Representative as necessary to perform the services of Owner's Representative according to the Construction Documents for the Project shall include the actual Direct Personnel Expense for the personnel proposed to be assigned to the Project. The Owner's Representative shall provide a matrix of the classifications of positions and discipline proposed for the Project and the skills, experience and education necessary to same and the Direct Personnel Expense hourly rate for each such classification of employee or position so described: Project manager = [Insert Dollar Amount] Dollars (\$__.00) per hour.

(c) Preparation of Proposed Efforts Schedule. The Owner's Representative shall prepare an Efforts Schedule for the Project which shall state:

(i) Identity and Number of Personnel. The identity and number of each classification of positions and disciplines of the Owner's Representative's personnel proposed for the Project;

(ii) Hours Per Month. The anticipated number of hours per month for each of the classification of positions and disciplines of the Owner's Representative's personnel proposed for the Project;

(iii) Hourly Rates. The hourly Direct Personnel Expense rates to be charged to the Owner for each of the classification of positions and disciplines of the Owner's Representative's personnel proposed for the Project;

(iv) Maximum Cost for Each Position. The proposed maximum cost for each position proposed by the Owner's Representative for the Project calculated on the following formula: Total Anticipated Hours x Direct Personnel Expense Hourly Rate = Total Anticipated Cost.

(2) Final Efforts Schedule and Maximum Personnel Expense. Upon completion of the Efforts Schedule, the Owner's Representative will meet with the Owner and review the Proposed Efforts Schedule and Direct Personnel Expense Hourly Rates, and negotiate and agree upon the positions and personnel in each classification to be assigned to the project and the hours and hourly rate for each such position to be included in the Final Efforts Schedule in light of the overall project budget and scope. The Owner and Owner's Representative shall then execute the Final Efforts Schedule and Maximum Personnel Expense which shall be attached to this Agreement as EXHIBIT "A" - FINAL EFFORTS SCHEDULE AND MAXIMUM PERSONNEL EXPENSE, and is incorporated herein by this reference. The MPE Addendum attached to this Agreement shall establish the Maximum Personnel Expense (MPE) to be paid by the Owner for the Pre-Construction Phase and Construction Phase services of the Owner's Representative's personnel for the Project. Work shall not commence and no services shall be performed by the Owner's Representative until the Addendum with the Final Efforts Schedule and Direct Personnel Expense hourly rates has been approved by the Owner and Owner's Representative, and fully executed by all necessary parties.

(3) Calculation of Owner's Representative's Actual Compensation for the Project. Upon establishment of the MPE for the Project, the Owner's Representative's compensation for basic services shall be calculated by multiplying the stated Direct Personnel Expense Hourly Rates set forth in the Final Efforts Schedule times the actual hours expended for each such personnel not to exceed the MPE for such Project. Savings derived from an under-run to the MPE shall inure to the Owner.

(4) Adjustment of Final Efforts Schedule for Changes in the Work and Schedule. Adjustments to the schedule for the Project on account of changes in the Work subsequent to the execution of the Agreement and MPE Addendum may be the basis for an adjustment of the Final Efforts Schedule and attendant Maximum Personnel Expense for such Project.

B. Additional Services. Owner will pay for additional services performed hereunder on the basis of Owner's Representative's time calculated based upon the Direct Personnel Expense Hourly Rates for such personnel set forth above and in Exhibit "A" attached hereto, which is incorporated herein by this reference, plus reimbursable expenses as hereinafter defined.

C. Reimbursable Expenses.

(1) Project Budget of Expenses to Be Reimbursed: The Owner's Representative shall prepare for the Project an itemized list of anticipated costs to be reimbursed to the Owner's

Representative for such Project, and a cost estimate for each item listed. The Owner's Representative shall prepare an invoice for all reimbursable expenses and present same to the Owner for approval prior to incurring any cost for such expense. Reimbursable expenses shall be paid to the Owner's Representative only for those expenses for which reimbursement is authorized in this Agreement.

(2) Payment for Reimbursable Expenses. Reimbursable Expenses shall be paid to the Owner's Representative by the Owner at a multiple of ONE (1.0) times the actual expenses incurred by the Owner's Representative. Records of all reimbursable expenses for services performed on the basis of flat rates shall be kept on a generally recognized accounting basis and shall be available for review by the Owner or its authorized representative during business hours at the Owner's Representative's office. Proof of payment of any reimbursable expense item shall be provided to the Owner with each claim for reimbursement by the Owner's Representative.

(3) Authorized Reimbursable Expenses. "Reimbursable Expenses" are limited to the following:

(a) Reproduction Costs. Reproduction costs, including costs of reproduction of Drawings and Specifications distributed to prospective Contractors, costs of telegrams, facsimile transmissions and long distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

(b) Miscellaneous Costs. Miscellaneous costs including:

(i) Insurance. That portion directly attributable to this Contract of premiums for insurance and bonds purchased specifically for the Project. (If charges for self insurance are to be included, specify the basis of reimbursement.)

(ii) Travel and Subsistence. Cost of the Owner Representative's personnel for travel and subsistence, provided such costs are approved in advance by the Owner.

(4) Non-Authorized Expenses. The Reimbursable Expenses shall not include and the Owner shall in no event pay for any of the following costs:

(a) Salaries and other compensation of the Owner's Representative's personnel stationed at the Owner's Representative's principal office or offices other than the site office.

(b) Expenses of the Contractor's principal office and offices other than the site office.

(c) Data processing costs related to the Work.

(d) Overhead and general expenses included in the Direct Personnel Expense Hourly Rates paid for Basic Services under Section III, A. 1 above, including but not limited to the cost for the project manager, superintendents and all other on-site and off-site personnel, and expenses attendant thereto as part of the Owner's Representative's services on the Project.

(e) Costs paid or incurred by the Owner's Representative for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions.

(f) Costs due to the negligence or failure to fulfill a specific responsibility of the Owner's Representative or anyone directly or indirectly employed by the Owner's Representative or for whose acts the Owner's Representative may be liable.

(g) Any cost not specifically and expressly described above.

2. **Times of Payment.** Payments for services shall be made within forty-five (45) days of billing of Owner's Representative.

3. **Period of Repose.** If the services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Owner's Representative, the amounts of compensation, rates and multiples set forth herein may be adjusted by mutual agreement.

SECTION IV TERMINATION, SUSPENSION OR ABANDONMENT

1. **Termination.** This Agreement may be terminated as follows:

A. **Termination for Cause.** This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms hereof through no fault of the party initiating the termination. The non-performing party shall be given a written notice specifying the basis for the termination for cause and shall be given a reasonable amount of time, in no event less than five (5) business days to cure said non-performance as a condition precedent to termination. Just cause for termination shall include:

(1) **Failure of Performance.** The Owner's Representative fails to perform or provide the services or personnel to perform such services as outlined in this Agreement, or fails to submit work in accordance with industry standards.

(2) **Failure of Payment.** The Owner fails to make timely payment to the Owner's Representative for services rendered under this Agreement.

(3) **Suspension or Abandonment of the Project.** The Owner suspends or abandons the Project for the convenience of the Owner for more than ninety (90) consecutive calendar days.

B. **Termination Without Cause.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

C. **Compensation Upon Termination.** In the event of such termination, Owner's Representative shall be paid in accordance with the provisions of Section III.

D. **Notices.** All notices referenced in this paragraph shall be sent to the address of the Owner or the Owner's Representative set forth on page 1 of this agreement.

2. **Suspension of the Project.** In the event the Owner suspends the Project for the convenience of the Owner, this agreement may also be suspended for a like period of time. In the event of a suspension greater than one hundred eighty (180) calendars days, the Direct Personnel Expense hourly rates provided in Section IV of this Agreement shall be subject to equitable adjustment as agreed to by the parties hereto.

SECTION V GENERAL CONSIDERATIONS

1. **Indemnification.** The Owner's Representative agrees to indemnify and hold the Owner harmless from any damage, liability or cost, (including liability to third parties, reasonable attorney's fees and cost of defense) to the extent caused by the Owner's Representative's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her consultants.

2. **Insurance.**

A. Owner's Representative Insurance. Owner's Representative shall secure and maintain such insurance as will protect Owner, including the following:

(1) Errors and Omissions Liability Insurance. The Owner's Representative agrees to maintain errors and omissions liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate with a deductible not to exceed \$100,000 for a period from the date of this Agreement until thirty-six (36) months after Final Completion of the entire Project, if commercially available.

(2) Worker's Compensation Insurance and Employers Liability Insurance. Owner's Representative shall purchase and maintain throughout the duration of this Agreement, Worker's Compensation Insurance and Employers Liability Insurance to cover all employees engaged in services under the Agreement with a Company and in form satisfactory to Owner in the maximum statutory liability amount to cover all employees engaged in work on the Project, naming Owner as additional insured.

(3) General Public Liability Insurance. Owner's Representative shall purchase and maintain throughout the duration of this Agreement, General Public Liability insurance with a company and in form satisfactory to Owner in the amount of \$1,000,000 for each occurrence, naming Owner as additional insured. Said policies shall include contractual liability coverage and comprehensive automobile liability covering all owned, hired and non-owned vehicles.

(4) Thirty (30) Days Prior Written Notice of Cancellation or Non-renewal. Each of the insurance policies described in Paragraphs 1, 2 and 3 shall provide that insurance may not be cancelled or non-renewed without thirty (30) days prior written notice to Owner.

(5) Verification of Insurance. Owner's Representative shall provide Owner with verification and evidence of the above insurance prior to execution of this Agreement. At Owner's request, Owner's Representative shall provide Owner with full copies of the insurance policies required under Paragraphs 1, 2 and 3.

B. Insurance to Protect the Project. The Owner shall secure and maintain such insurance as will protect the Project, including the following:

(1) Property Insurance. The Owner shall purchase and maintain property insurance, including the value of the work of the Project for the full cost of replacement; such insurance to include as named insureds the Owner, Owner's Representative, and General Contractor and shall insure against loss from the perils normally insured against under a Builder's "All Risk" insurance policy for physical loss or damage including theft, vandalism, malicious mischief, transit collapse, damage resulting from testing, and damage resulting from defective design, workmanship or material. If the Owner determines to occupy or use a portion or portions of the Project prior to Substantial completion thereof, such occupancy shall not commence prior to the time mutually agreed to by the Owner and the Owner's Representative and to which the insurance company or companies providing property insurance have consented by endorsement to the policy or policies.

(2) Boiler Insurance. The Owner shall purchase and maintain boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Owner's Representative and the General Contractor.

3. Hazardous Materials or Toxic Substances. Unless otherwise provided in this Agreement, the Owner's Representative and Owner's Representative's consultants 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.

4. Claims for Consequential Damages. The Owner hereby expressly reserves the right to claim consequential damages against the Owner's Representative for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the total amount

paid under any such claim by the Owner's Representative shall be limited to the Owner's Representative's policy limits for professional liability insurance as prescribed in this Agreement. For purposes of this paragraph, the term "consequential damages" shall mean those damages incurred by the Owner as a consequence of the negligence of the Owner's Representative. Such damages incurred by the Owner include injuries to persons or damage to property or economic loss. A cause of action alleging professional negligence or breach of contract, the burden of proof is upon the Owner to demonstrate the generally recognized Owner's Representative standard of care, that there was a deviation from that standard by the Owner's Representative, and that the deviation was a proximate cause of the Owner's alleged damages. The Owner must prove each essential element of the claim asserted by a preponderance of the evidence.

5. **Commencement of Claims and Causes of Action.** The Owner and Owner's Representative shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law.

6. **No Damages for Delay.** The Owner's Representative agrees to make no claim for damages for delay in the performance of this Agreement occasioned by the unavailability of the Project Site, or by an act or omission to act of the Owner or any of its representatives, or because of any injunctions which may be brought against the Owner or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the Owner's Representative's services under this Agreement.

7. **Nondiscrimination.** Owner's Representative agrees that Owner's Representative will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Owner receives federal financial assistance from the Department; and hereby gives assurance that Owner's Representative will immediately take any measure necessary to effectuate this Agreement. Owner's Representative further agrees that Owner's Representative will comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

8. **Exclusion of Persons with Criminal Records.** Owner's Representative shall not assign any individual or agent to be present at the Project location with a criminal record of a serious nature as defined by the Owner's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony involving murder, manslaughter, personal injury to another, assault, battery, other use of a weapon of any kind or manner; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery; (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. The Owner's Representative shall authorize and give consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement.

9. **Ethics.** Owner's Representative shall keep informed of and comply with all ethical standards governing Owner's Representative's profession.

10. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party, including the death or incapacity of Brian Sweeney, the Owner's Representative. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to

minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

11. **Independent Contractor.** The Owner's Representative shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Owner for any purpose. The Owner's Representative shall assume sole responsibility for any debts or liabilities that may be incurred by Owner's Representative in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Owner's Representative or its agents and/or employees to act as an agent or representative of or on behalf of the Owner, or to incur any obligation of any kind on behalf of the Owner beyond the scope of services set forth in this Agreement. Owner's Representative agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to the Owner's employees will extend to the benefit of Owner's Representative or the Owner's Representative's agents and/or employees as a result of this Contract.

12. **Notice.** All notices or invoices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

13. **Fortius Contra Proferentem.** The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful and ambiguous provisions, if any, contained in this Agreement, shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as Fortius Contra Proferentem shall not be applied to this Agreement or any interpretation thereof.

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

15. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

16. **Warranty.** Owner's Representative warrants that it has the ability to perform the agreed upon services; it shall provide suitable resources to perform work in accordance with this Contract; it will endeavor to provide the agreed upon services on a timely basis; it shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and it is responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Owner's Representative under this Contract.

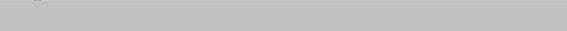
17. **Successors and Assigns.** Each of the parties to this Agreement binds its successors and assigns with respect to all covenants of the Agreement. This contract may not be assigned without the specific written consent of the other party. Nothing herein shall be construed as creating any personal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

This Agreement entered into as of the day and year affixed to the signature of each party.

OWNER - Otoe County School District 66-0501, a/k/a Palmyra-Bennet Public School District, Owner

Dated this __ day of _____, 2016

(Signature)



OWNER'S REPRESENTATIVE, [Insert Name of Owner's Representative], Owner's Representative

Dated this __ day of _____, 2016

(Signature)

