Board of Education Regular Meeting
Monday, June 8, 2026 5:30 PM

District Office
410 South St
Seward, NE 68434

Agenda

1. Preliminary Procedures
   1.1. Call meeting to order & announce Open Meetings Act is Posted
   1.2. Public Notice as publicized per board policy
   1.3. Roll Call
      1.3.1. Action to excuse board members if necessary
   1.4. Pledge of Allegiance
   1.5. **1.5 Mission** Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.
   1.6. Approval of Agenda
2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)
   2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.
   2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.
3. Public Hearing on Policy 5018- Parent Involvement in Educational Practices-
4. Student Fees Hearing-Review Fees and receipted and expensed during the 2025-2026 school year and request input from the public in regard to potential policy changes.
5. Discussion Items
   5.1. JEO Update
   5.2. Wellenss 4 All 2025-2026 Report
6. Short Recess
7. Reports
   7.1. Administrator Reports
   7.2. Superintendent's Report
   7.3. FAFSA REPORT
8. Action Items
   8.1. Seward Education Association
   8.2. Student Handbooks for the 2026-2027 School Year
   8.3. Middle Management Package for the 2026-2027
   8.4. Administrator Package for the 2026-2027 School Year
   8.5. Superintendent's Contract
   8.6. Substitute Teacher Pay for the 26-27 school year
   8.7. Lunch/Breakfast Prices

8.8. HVAC Bids for the high school and elementary

9. Future Agenda Items
10. Consent Agenda
    - 10.1. Approval of Minutes
    - 10.2. Approval of Financial Reports
        - 10.2.1. Treasurer
        - 10.2.2. Budget
        - 10.2.3. Activities
        - 10.2.4. Athletic
    - 10.3. Approval of Claims
        - 10.3.1. General Fund
        - 10.3.2. Bond Fund
        - 10.3.3. Special Building Fund
    - 10.4. Approval of Consent Agenda
11. Adjournment

Please post on the *Seward County Independent website.* Thank you.

NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, June 8, 2026 at 5:30 p.m. for a regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to http://SewardPublicSchools.org/ and find the eMeeting link.

5018
Parent Involvement in Education Practices

For purposes of this policy, "parent" includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents to participate in the education of their children are preserved.

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials ("curricular materials") as follows:

    a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
    b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
    c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
    d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

    b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.

    a. Parents must submit this request in writing to the building principal for consideration.

    b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.

    c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.

4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents will be informed of the circumstances under which they may opt-out of state and federal assessments.

   a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

   b. State Assessments

      State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

   c. National Assessment of Educational Progress

      As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

      The District shall provide parents of eligible students with reasonable notice prior to the exam being administered. Parents wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents will be notified of their right to remove their children from surveys prior to district participation in surveys.

   a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.

c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.

d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.

e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.

f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

Adopted on: June 14, 2010
Revised on: August 15, 2017, November 9, 2020, August 11, 2025
Reviewed on: August 14, 2023, August 12, 2024

5045
Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

A. Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.

2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.

3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

1. Guidelines for Clothing Required for Specified Courses and Activities.

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will generally provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

3. Personal or Consumable Items.

The district will provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

The maximum dollar amount charged by the district for course materials shall be:

- Industrial Technology Classes $15.00
- Art Classes $15.00
- Ceramics $15.00
- High School FCS $20.00
- Band $10.00
- Outdoor Education – Middle School $25.00
- Middle School Honor Choir – if selected $25.00
- Elementary After School Program $20.00
- Introduction to STS- Career Safe OSHA 10 certification- $12.50

- Welding Class $20.00

5. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student activity card $25.00
  Covers admission to most regular season athletic events

- Student participation fee $25.00
  Required of all students who participate in athletics and/or other extracurricular activities (Pay only one fee per year)

- Middle School Builders Club $ 3.00

- Football — students must provide their own football shoes, and undergarments

- Golf — students must provide their own Golf shoes, undergarments, and clubs

- Softball and Baseball — students must provide their own shoes, gloves, and undergarments

- Track, Volleyball, Wrestling, Soccer, Bowling and Basketball , — students must provide their own shoes and undergarments

- FFA, FCCLA, FBLA, Key Club, Skills USA Dues

student pay dues of $20.00 per activity

- Dance and Cheerleading — Students must purchase outfits and shoes selected by the sponsor and/or student group.

6. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

7. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

8. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

9. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be $3.00 per day.

10. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

11. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band — Students must provide their own instruments and marching band shoes.
- Show Choir — Students must purchase outfits and shoes selected by the sponsor and/or student group.

12. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be $10.00.

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a

depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

G. Student Fee Hearing

Annually the Board of Education of The School District of Seward will hold a public hearing on the student fee policy. Such hearing will include a review of the amount of money collected from students and uses of said fees.

Adopted on: June 9, 2014
Revised on: June 13, 2016, August 13, 2018, August 12, 2019, August 8, 2022, August 14, 2023, July 8, 2024
Reviewed on: _____

Seward Middle School
Student Fees
2025-26

	Received		Paid
Athletics			
Pay-to-Play	$ 4,300.00	Coaching fees	$ 810.11
Activity Tickets	$ 6,675.00	SHS	$ 4,672.00
Track Shirts	$ 2,726.00	Middle Creek	$ 2,194.00
Miscellaneous			
7th Field Trip Fees	$ 927.00	Henry Doorly Zoo	$ 1,007.00
Music			
Musical Shirts	$ 1,547.00	T Squared	$ 1,277.10
Heartland Choir Fees	$ 1,600.00	Heartland Community School (PTO covered a portion)	$ 1,920.00
Outdoor Ed			
6th Grade Fee	$ 2,300.00	Outdoor Ed Expenses	$ 2,300.00
Yearbook			
2025-26 Order	$ 3,500.00	Jostens	$ 3,467.02

SHS STUDENT/CLUB FEE REPORT

2025/2026

	RECEIVED	EXPENDED			
ART	$1,885.00	$2,981.75	$2,881.75	Clay Supplies	
				*uses art fees to pay for all clay supplies ordered in summer.	
			$100.00	Red Path Gallery Art Show	
FBLA	$2,175.00	$942.78	$465.00	State and National dues	
			$372.00	Business contests registration fees and events	
			$105.78	State FBLA Pizza	
FCCLA	$660.00	$4,442.70	$795.00	National & State dues	
			$2,300.00	Conferences	
			$590.20	Meals, prizes, supplies	
			$472.50	TShirts	
			$285.00	Grad Chords	
FCS	$290.00	$0.00			
FFA	$2,450.00	$7,732.54	$1,656.00	State/Nat'l Dues	
			$1,004.95	Meeting & Kick-off Supplies/Fall & Christmas Parties/Ice Skating	
			$1,253.60	T-Shirts	
			$2,229.00	State Convention	
			$1,588.99	Banquet supplies	
STS - Woods	$2,000.00	$2,586.12	147.11	General Supplies	*Supplies include: Screws, Nails, Plywood
			261.80	Supplies for Woods	Oak, Glue, Biscuits, Drill Bits, Driver Bits
			189.83	Supplies for Woods	
			207.81	Supplies for Woods	
			596.55	Supplies for Woods	
			183.50	Supplies for Woods	
			468.16	Supplies for Woods	
			531.36	Supplies for Woods	
KEY CLUB	$1,309.00	$1,644.00	$1,344.00	National State Dues	
			$300.00	Scholarships	
PAY TO PLAY	$7,925.00	$7,800.00	$7,800.00	Track Uniforms / Bowling Jerseys	
SKILLS	$2,625.00	$1,954.00	$1,104.00	State and Nat'l Membership Dues	
			$850.00	Scholarships	
STS - Welding	$545.00	$0.00	$0.00	Welding Supplies	
				*Supplies include: Grinding Wheels, O2 Hoses,	
				Acetylene Hoses, cutoff wheels, fittings, pliers	
STS - Home Systems	$1,415.00	$0.00			

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner
Seward Public School District
410 South Street
Seward, NE 68434

1.02 FOR:

A. Project: Seward Public Schools – HVAC Improvements

1.03 DATE: 05/21/2026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Kingery Construction Co.
1. Address 201 N. 46th Street
2. City, State, Zip Lincoln, NE 68503

1.05 OFFER

A. one million one hundred thirty-six thousand five hundred dollars ($1,136,500), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete all interior Work by July 27, 2026.

C. Complete all exterior Work by October 30, 2026.

1.08 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50 percent of the overhead and profit percentage noted above.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 05/04/2026.
2. Addendum # 2 Dated 05/18/2026.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Kingery Construction Co.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____, Vice President

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

AHI lead times are 17 weeks

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Kingery Construction, Co.
201 North 46th Street
Lincoln, NE 68503

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Seward Public Schools
410 South Street
Seward, NE 68434

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Seward Public Schools HVAC Improvements

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May, 2026

(Witness)	Kingery Construction, Co.
	(Principal) *(Seal)*
	(Title) Vice President
(Witness)	Travelers Casualty and Surety Company of America
	(Surety) *(Seal)*
	(Title) James M. King, Attorney-in-Fact

Init.
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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King** of **Lincoln,Nebraska,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons,guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of May , 2026 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner
Seward Public School District
410 South Street
Seward, NE 68434

1.02 FOR:

A. Project: Seward Public Schools – HVAC Improvements

1.03 DATE: 5/21/2026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Sampson Construction Co., Inc.
1. Address 5825 S 14th Street
2. City, State, Zip Lincoln, NE 68512

1.05 OFFER

A. ONE MILLION THREE HUNDRED TWENTY-SIX THOUSAND ——— dollars ($1,326,000), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete all interior Work by July 27, 2026.

C. Complete all exterior Work by October 30, 2026.

1.08 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50 percent of the overhead and profit percentage noted above.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 5/4/2026.
2. Addendum # 2 Dated 5/15/2026.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Sampson Construction Co., Inc.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. BEN HUCK, EVP

F. (Authorized signing officer, Title)

G. (Seal)

H. EVP

I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sampson Construction Co., Inc.
5825 S 14th St
Lincoln, NE 68512

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Seward Public School District
410 South St
Seward, NE 68434

BOND AMOUNT: Five Percent of the Bid Submitted (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Seward Public Schools HVAC Improvements

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May, 2026

Jeffrey Kobes
(Witness)

Sampson Construction Co., Inc.
(Principal) *(Seal)*

Bradley Kelley
(Witness)

(Title) Josh Huck, VP

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) Miah Kienholz, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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061110

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215746-969223**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Grell; Connor Lemon; Jack Olson; Jared Willis; Kate R. Greenwald; Luke Siel; Miah Kienholz; Quentin Christensen; Rebecca Kempston; Stacey Field

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SEWARD PUBLIC SCHOOLS

ESU5 Wellness 4ALL Program Data 2025-2026

TOP 3 REASONS FOR REFERRAL

- Anxiety/Worry
- Stress
- Depression

TOP 3 REFERRAL SOURCES

- Parent/Guardian
- Self/Student
- School Counselor

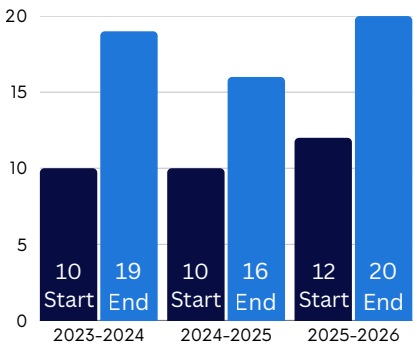
ADDITIONAL REFERRAL INFORMATION

10% Percentage of youth served on IEPs

10% Percentage of youth receiving outside therapy services

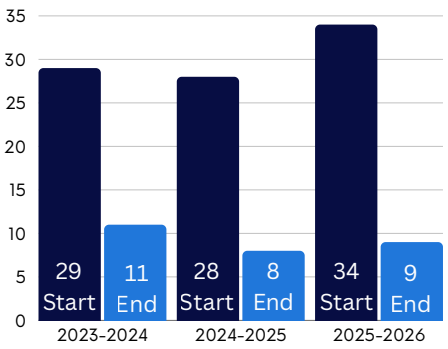
ASSESSMENTS

Rosenberg Self-Esteem Scale (RSE)



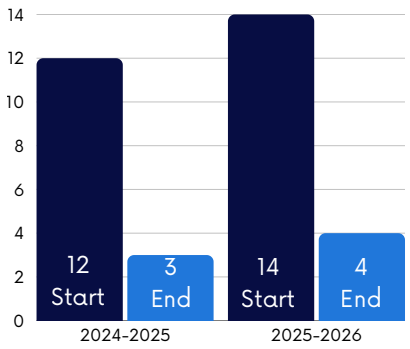
The RSE measures overall self-worth, with scores grouped as low (0-14), normal (15-25), or high (26-30).

Center for Epidemiologic Studies Depression Scale (CES-DC)



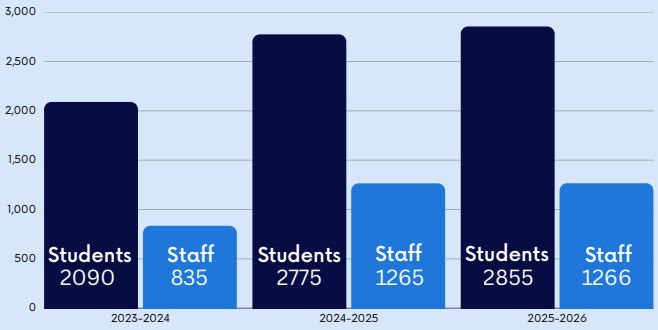
The CES-DC measures depressive symptoms, with scores over 15 (16-60) indicative of significant levels of depressive symptoms.

Generalized Anxiety Disorder 7 (GAD-7)

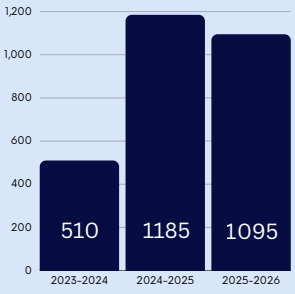


The GAD-7 measures anxiety symptoms, with higher scores indicating more severe anxiety. Scores are grouped as mild (5-9), moderate (10-14), or severe (15+).

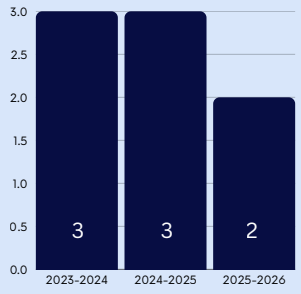
CONTACTS



CRISIS MINUTES



SUICIDE ASSESSMENTS



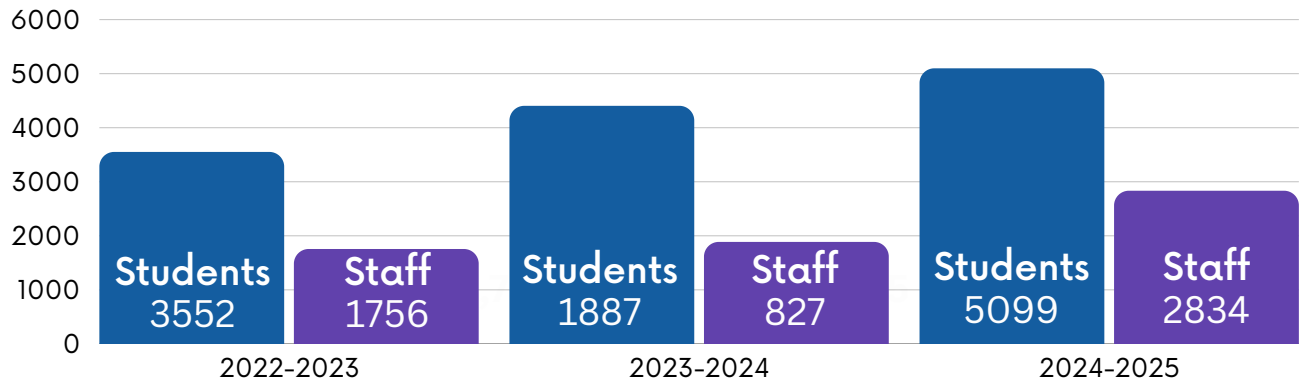
The provided data highlights the impact of the ESU5 Wellness 4ALL mental health program during the 2025-2026 school year. These figures track "contacts"—meaningful, stigma-reducing interactions with students and staff that extend beyond casual greetings. Over the past year, district mental health clinician Jamie Mapp recorded more than 2,800 student contacts outside of traditional therapy, alongside over 1,200 staff interactions. Her efforts included delivering critical crisis support, conducting suicide assessments, and partnering with families and school personnel to tackle issues like stress and anxiety. Ultimately, outcome data reveals marked improvements in student well-being, specifically noting lower anxiety and depression levels, boosted self-esteem, and enhanced resilience.

SEWARD COUNTY SCHOOLS

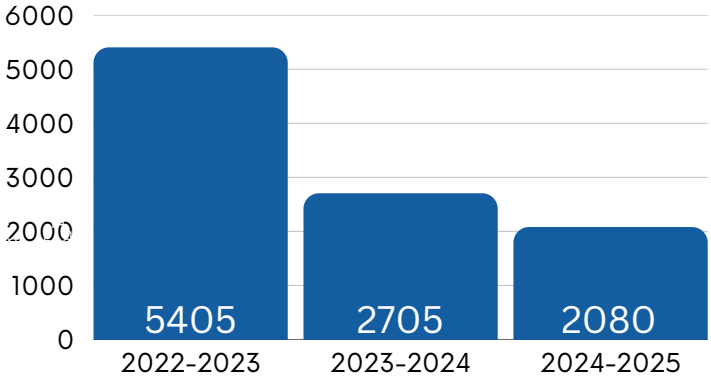
ESU5 WELLNESS 4ALL PROGRAM DATA AUGUST 2024-MAY 2025

The following information outlines data for students supported by the ESU5 Wellness 4ALL mental health program during the 2024-2025 school year. These 'contacts' are defined as meaningful interactions with staff and students that extend beyond a simple 'hello,' helping to normalize the presence of a therapist in the school setting and work to destigmatize mental health and wellness. Over the course of the year, the mental health clinicians assigned to Seward County schools made over 5,000 meaningful contacts with students outside of therapy and nearly 2,800 contacts with staff and faculty. They also provided critical crisis support, conducted suicide assessments, and collaborated closely with parents, students, and staff to address common concerns like anxiety, stress, and overall wellness. Outcome data indicate significant improvements in student well-being, including reduced anxiety and depressive symptoms, increased self-esteem, and stronger resilience. These results highlight the program's positive impact in creating a supportive and mentally healthy school environment.

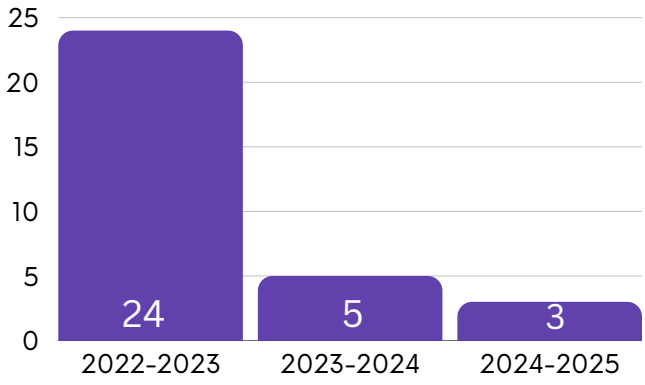
CONTACTS



CRISIS MINUTES



SUICIDE ASSESSMENTS



SEWARD COUNTY SCHOOLS

ESU5 WELLNESS 4ALL PROGRAM DATA AUGUST 2024-MAY 2025

REFERRAL DATA

Top Three Reasons for Referrals

1. Anxiety/worry
2. Stress
3. Overall Wellness

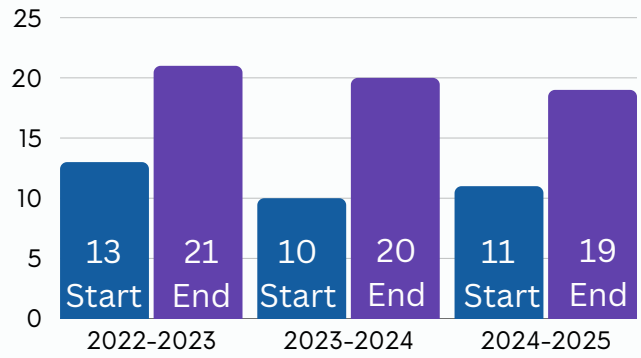
Top Three Referral Sources

1. Parent/Guardian
2. Teacher
3. Self/Student

19%
Percentage of students on IEP

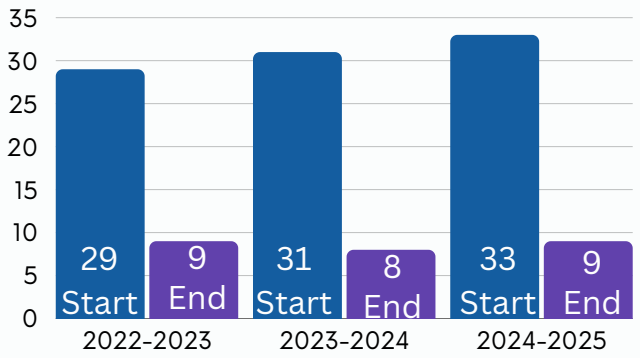
9%
Percentage of youth receiving outside therapy services

ROSENBERG SELF-ESTEEM SCALE (RSE)



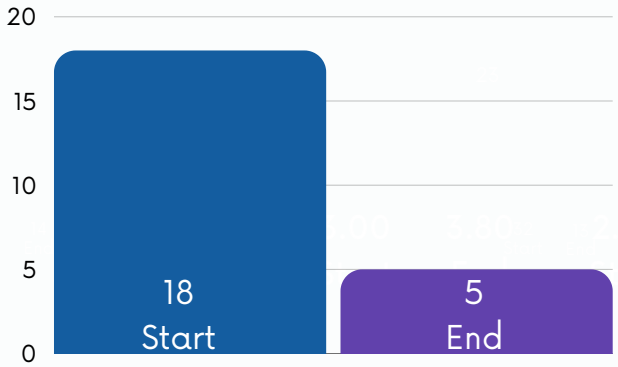
Rosenberg possible range is 0-30. A score of 15 points or lower suggests low self esteem.

CENTER FOR EPIDEMIOLOGIC STUDIES DEPRESSION SCALE (CES-DC)



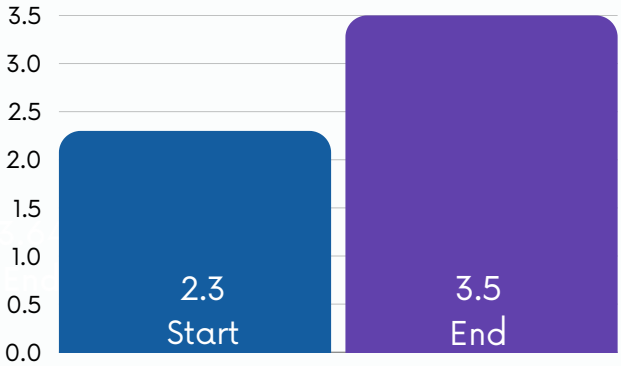
CES-DC Possible range is 0-60. A score of 16 points or more is considered depressed.

GENERALIZED ANXIETY DISORDER 7 (GAD-7)



The GAD-7 screening tool measures anxiety symptoms, with higher scores indicating more severe anxiety. Scores are grouped as mild (5-9), moderate (10-14), or severe (15+), helping track progress over time.

BRIEF RESILIENCE SCALE (BRS)



The BRS measures your ability to bounce back from stress. Scores are grouped as low (1.00-2.99), normal (3.00-4.30), or high (4.31-5.00), providing a snapshot of resilience.

SCHOOL DISTRICT OF SEWARD BOARD REPORT

June 1, 2026
Jessica Dominy, Principal
Seward Elementary School

ENROLLMENT AS OF June 1, 2026 for the 2026-2027 school year:

- Preschool: 41
- Kindergarten: 64
- 1st Grade: 89
- 2nd Grade: 86
- 3rd Grade: 73
- 4th Grade: 102

*These numbers will probably change throughout the summer months.

End of Year:

The end of the school year went well at Seward Elementary. The 4th Grade Clap Out was, once again, a successful way to send our students to middle school to continue their education. I'm hopeful the SES students, staff, and parents will use the summer months to recharge and have a little fun!

Staffing Changes:

The following staff changes have been made for the 2026-2027 school year:

- Jacob Hanseling will be moving to SMS
- Lindsay Hotovy will be moving from kindergarten to 1st grade
- One para left (Kali Hast) to pursue a degree in social work and school counseling. Her replacement is Kayli Codr, who has been a para at SES in the past.

What an amazing year! The hallways are quiet for now, except for our amazing maintenance crew who are going above and beyond for SES. I hope everyone has a wonderful summer!

Thank you,
Jessica Dominy

Board of Education Report
Seward Middle School - Kirk J. Gottschalk
8 June, 2026

1. Middle School Activities.

2. Enrollment. End of the school year student enrollment figures:

2022-2023	2023-2024	2024-2025	2025-2026
5th Grade: 91	5th Grade: 114	5th Grade: 100	5th Grade: 115
6th Grade: 109	6th Grade: 91	6th Grade: 111	6th Grade: 100
7th Grade: 115	7th Grade: 112	7th Grade: 94	7th Grade: 108
8th Grade: 103	8th Grade: 116	8th Grade: 114	8th Grade: 93
TOTAL: 418	TOTAL: 433	TOTAL: 419	TOTAL: 416

Incoming 5th grade is currently sitting at 96, which does not include those few who we usually get from St. Vincent. As with all grades, those numbers can fluctuate come 1 August.

3. Student Trips
The annual trip to Washington D.C., organized by Mr. Marroquin but supervised and attended by Mrs. Bisbee, had 14 kids who went this year. They left on 28 May and returned 31 May.

This trip is not school sponsored.

"Power in organization is the capacity generated by relationships." *Margaret Wheatley*

High School Board of Education Report
June 2026
Seward High School
Scott Axt Rich Eber Scott Curry

End of the Year

We closed another school year, and one that was very successful across the board, from activities to academics. Our staff and students did a great job this school year, and we were fortunate to have a senior class that set the tone. We are fortunate to have a seasoned office administration team, led by Carmen, Mary, Kevin, Noelle, Rich, and Scott. We are all on the same page, and we have excellent continuity.

We would also like to thank Dr. Fields and the School Board for their continued support this year.

Freshman and Student Orientation-Open House Format

Seward High School will be hosting a Freshman and New Student Orientation on **Monday, August 10th,** at **7:00 p.m.** in the new theater. The evening will start with a short program and then transition to an open house format.

First Day of School

The **first day of school will be on Wednesday, August 12th**. The schedule for the day will be a shortened bell schedule with an 8:15 a.m. start and a 1:30 p.m. dismissal. Lunch will be served. Students will be given an information packet that includes health insurance forms, school lunch information, and other school-related information.

Chromebook Summer Distribution Plan

Chromebook distribution this year will take place on the dates indicated below. Students in grades 9-12 may pick up their Chromebooks in the high school library. Students will need to come with a signed parent/student handbook receipt. 9th/12th Grade Chromebook Checkout Times

Thursday, August 6th, 8:00 a.m. - 4:00 p.m.
Friday, August 7th, 8:00 a.m. - 4:00 p.m.
Monday, August 10th, 1:00 p.m. - 8:00 p.m.

2026 Graduation/Honors Night

A great deal of work occurs behind the scenes to make events like graduation and Honors Night successful. A special thank you to Adam Dowling and the SPS maintenance crew, the SHS office staff, SHS counselors/senior class sponsors, district technology staff, junior student ushers, Dr. Fields, and SPS Board of Education members.

2026 ACT update

The class of 2027 scored extremely well on the fall district ACT, with an average score of 20.027. All juniors took the state test in April, and the average score increased to 21.591. This is the second-highest average since we started offering both tests. This is a credit to the hard work of our students and our teachers. The John Baylor program also does a good job of teaching the test to our students.

Individually, 80% of our 2027 class scored an 18 or higher on the State Test.

Summer Newsletters
The Seward High School summer newsletter will go out in early July to preview information for the new school year.

Summer School
We currently have 20 students enrolled in summer school, working on credit recovery in the Edgenuity online system. Ms. Baker is the director and is doing a great job of coordinating the program. Two teachers on duty assist students as they work through the material. The session started on May 22nd and will run for three weeks from 8:30 am to 12:00 pm daily.

Activities

- Boy Track earned 4th place at State
- Girls Track earned 4th place at State
- Baseball earned 4th place at State
- Girls and Boys Soccer, boys golf, and unified track ended their seasons in districts.

Preliminary Enrollment Numbers as of May 22, 2026, for 2026-2027 School Year

9th-120
10th-139
11th-135
12th-121

School District of Seward Board Report
Dr. Shannon Hall-Schmeckpeper,
Director of Special Services
June 2026

I would like to first say thank you to the special education staff leaving our district to pursue other things next school year. Nate Stepp (school psychologist) and Angela Pfeiffer (resource teacher), thank you for your dedication to our students and families. You will have a lasting impact on Seward Public Schools!

Special Education

This year, Seward conducted a total of 31 initial evaluations for students, ranging from birth through age 21. Evaluations are essential to determine if students qualify for special education services. Here's a closer look at the findings:

Evaluations by Age Group:

- Birth to Age 3: There were 15 assessments for this age group. Out of these, 6 children were found eligible for an Individualized Family Service Plan (IFSP). Two evaluations are still being conducted.
- Ages 3-5 (Preschool): There were 6 evaluations for preschool-aged students. Of those, 6 children qualified for an Individualized Education Program (IEP).
- School-Aged Children: There were 10 evaluations for school-aged children. Six of these evaluations were for students attending Seward Public Schools (SPS), while four were for students in non-public schools within the Seward School District. 9 out of the 10 evaluations at SPS resulted in eligibility for an IEP.

Overall, this means that 72% of the students evaluated for special education services were found eligible for an IEP, and for our school-age population, that rises to 94%. The district's focus on using MTSS (Multi-tiered Systems of Support) to provide all students with the level of support that they need has impacted our ability to make informed decisions about which

students need more intensive supports due to a suspected disability that may impact their progress in school.

Here is a summary of the number of evaluations conducted to determine eligibility for special education services over the past four years. Again, the district's focus on MTSS and differentiated instruction has helped us get better at using our resources more efficiently.

	2022	2023	2024	2025	2026
School age	20	17	19	13	10
Birth to 3	21	14	20	17	15
Preschool (3-5)	26	14	17	11	6
Total	**67**	**45**	**56**	**41**	**31**

Reports

The 2026-207 PEaK (Promoting Engagement and Knowledge) grant has been submitted, and we are waiting for approval.

We are waiting for our budget allocation for the Seward County Sixpence Grant for 2025-2026, and then we will submit this grant for the 2026-2027 school year.

The deadline for the Flex funding application is July 15th. This type of funding is for special education services that help students not identified with a disability but need extra support to succeed in their regular education classes. The goal is to prevent the need for costly special education placements and services.

Extended School Year Services

The purpose of an extended school year is to prevent or slow severe skill regression caused by an interruption of special education services during extended periods when school is not in session, not to enhance the present levels of educational performance exhibited by children with disabilities at the end of the regular school year. This year, nine special education students will receive Extended School Year Services; this includes six school-age students and three preschool students. Please note that children on IFSPs (birth to 3) receive services all year

Below is the number of students enrolled in special services for Seward Public Schools. Please note that graduating seniors have been removed from the special education numbers.

Thank you for all you do!

Dr. Shannon Hall-Schmeckpeper

Dr. Shannon Hall-Schmeckpeper
Director of Special Services

	Seward Public Schools Special Programs Enrollment Data								
Data as of the 30th of last month	2025-2026								
	Sept	**Oct**	**Nov**	**Dec**	**Feb**	**March**	**April**	**May**	**June**
Special Education Open Evaluations									
Public School									
Birth to 3 (IFSP)	2	2	1	1	2	3	1	0	2
3-5	0	0	2	2	1	0	2	0	0
School Age	0	2	3	0	4	0	0	0	0
Non-Public School	0	0	0	0	0	0	0	0	0
Special Education Numbers									
Birth to 3 (IFSP)	*12*	11	11	9	8	9	10	8	8
Preschool Numbers									
Community (IEP)	*9*	10	9	8	12	12	10	13	12
Pre-K (IEP)	*18*	18	20	19	21	21	21	22	22
PreK (No IEP)	*19*	*19*	*19*	*19*	*22*	*22*	*22*	*22*	22
Total Birth to 5 Special Education	**39**	**39**	**40**	**36**	**41**	**42**	**41**	**43**	**42**
School Age (K-21 programming)									
Total Public School Special Education Enrollment	**203**	**198**	**200**	**200**	**193**	**197**	**196**	**194**	**184**
Total Non-Public School Special Education Enrollment	**22**	**22**	**20**	**21**	**21**	**20**	**20**	**19**	**19**
Grand Total Special	**264**	**259**	**260**	**257**	**255**	**259**	**257**	**256**	**245**

Education Enrollment										
Special Programs										
HAL	127	131	131	131	131	131	140	140	140	
ELL	5	5	5	5	5	5	5	5	5	
ELL Monitor	2	2	2	2	2	2	2	2	2	
504	58	60	63	63	65	67	70	71	71	
Sixpence	13	13	14	12	11	10	10	10	10	
Title 1: Public		68	68	65	63	63	63	63	63	
Title1: Non-Public		12	12	12	11	11	11	11	11	
Migrant	1	1	1	1	1	1	1	1	1	
Immigrant	0	0	0	0	0	0	0	0	0	

School District of Seward
410 South Street
Seward NE 68434
402-643-2968

Dr. Matt Dominy
Director of Curriculum
and Staff Development

June 1, 2026

June 2026 Board Report for Curriculum and Staff Development

Board Members,

One school year ends and we start to prepare for another! This is the time of year that we are closing out the past school year, looking at data, writing curriculum, building schedules and calendars. I am so thankful for your support during this past school year. We have much to be proud of from this school year from our academic performance to activities of every kind.

Curriculum
Our business/technology, PE/health, and library teachers were able to accomplish a good deal of work regarding their frameworks before school was out. We need to make some revisions over the summer and then we will plan to present these frameworks to you in August.

Instruction
On June 11th we have a group of 13 educators who will be participating in a career externship day. I have been working in collaboration with the Seward Chamber of Commerce to identify four businesses that we can visit on this day. The purpose of these visits is for our teachers to get a sense of the business through tours, presentations, etc. We are hopeful that our teachers will gain valuable information about the skills/dispositions/opportunities that are needed by employers and can be shared with students. This year we will be visiting Ackerman Design and Engineering, GBE, Summit Contracting, and A1 Automotive.

Staff Development
We are hosting an MTSS professional development day for our building MTSS teams on June 17th. The purpose of this day will be for our teams to learn from state MTSS leaders about the pockets of excellence that they are seeing throughout the state. We will also have time for our building teams to meet, reflect on what they learned in the morning, and make revisions and future plans regarding MTSS in their building.

Assessment/Accountability
Assessments are complete and we will be receiving results over the coming months. I would anticipate that we will be able to share our results during the November meeting.

Thank you for your support!

Dr. Matt Dominy

25-26 FAFSA Report for the Seward Board of Education

Neb. Rev. Stat. § 79-729, provides that, beginning in school year 2024-2025, each public high school senior student must complete and submit to the United States Department of Education a FAFSA prior to graduating from high school. A student will not be required to submit a FAFSA if an opt-out form is filled out and signed by a parent or guardian, the student themselves if 19 years old, or by the school principal or principal's designee.

d) The school principal or the school principal's designee of each public high school shall provide such compliance information to the school district or governing authority for such public high school and to the State Department of Education without disclosing, for any student who has complied with the requirements of this subsection, personally identifiable information distinguishing whether such compliance was pursuant to subdivision (3)(a) or (b) of this section. Such school principal or school principal's designee shall provide separately the aggregate number of students who have not complied with this subsection, who complied pursuant to subdivision (3)(a) of this section, and who complied pursuant to subdivision (3)(b) of this section, unless otherwise prohibited by federal or state law regarding the confidentiality of student educational information.

25-26 School Year

- FAFSA Completion as confirmed by the State FAFSA Completion Project: 97
- Opt Out forms signed: 21(families declining for various reasons - military, believe won't receive aid, not going to college, etc.)

Seward Middle School
2026-2027

2401 Karol Kay Blvd.
Seward, NE 68434
(402) 643-2986

Kirk J. Gottschalk
Principal

Bradley Schlegel
Counselor

NOTICE CONCERNING DIRECTORY INFORMATION

The school district shall disclose the following as routine directory information (policy 5017) pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Address
- Telephone number
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. **A parent or eligible student has to notify the building principal in writing that he or she does not want any or all of those types of information about the student designated as directory information two weeks from the first day of school or two weeks from enrollment date.** The district may disclose information about former students without meeting the conditions of this section.

ACADEMIC EXPECTATIONS/INFORMATION

Seward Middle School provides a program that is designed to serve the needs of the middle school student. Our primary goal is to meet the educational needs of our students while recognizing the unique social and emotional development at this stage of early adolescence. SMS provides a gradual transition from the more sheltered world of elementary school to the broad choices of high school.

HOMEWORK POLICY

- Teachers are responsible for numerous students during the day. Each child and parent has different needs and expectations. Because of this we encourage parents to assume the initiative in keeping track of their own child's progress.
- Seward Middle School has established a homework policy. The general formula for homework assigned is 10 minutes per grade level a day. Therefore 5th grade students should have no more than 50 minutes of homework a day, while 8th graders will have no more than 80 minutes. The exception to this rule is projects that are assigned in advance and take longer than one night to complete. Please help your son or daughter complete assignments by providing regular study periods at home and asking to see assignments.
- Homework is started in classrooms and assigned at the end of class. This allows the teacher to monitor and interview students for comprehension and understanding. Students should know how to complete the assigned work before they leave the classroom.
- Homework will have a value. Generally, homework should be about 15% of the student's total grade but grade level teams and individual teachers may adjust that value accordingly. If an assignment is given, it will be given credit.
- Students have been given a daily planner. They are expected to list their assignments in this planner. Parents should ask to see the planner frequently. If your child is failing to complete the planner, speak with a teacher or the counselor.
- If you feel your child is falling behind, ask your child's teachers for progress reports and/or individual plans.
- Student progress may be monitored through PowerSchool-our student information management system. Contact Craig Williams or your child's counselor for more information.

ACADEMIC DETENTIONS

Academic detentions are designed to help student's complete important missing work that will assist their educational development. Students who fail to complete assignments, fail to hand in papers, have incompletes, hand in late assignments or need special attention will need to stay after school with an assigned teacher. Detention times will run from 3:30 - 4:00 p.m. Staff members will make sure the student has contacted a parent/guardian to make appropriate after school arrangements.

ARTIFICIAL INTELLIGENCE (AI)
AI is an integral part of society. SPS will utilize AI when it enhances teaching and learning to prepare students to be responsible, productive, contributing members of their community. We believe in…

- the power of the human mind and that AI should be a supplement to the authentic learning process.
- maintaining the confidentiality of staff/students while utilizing AI.
- transparency when using AI tools.
- developing AI literacy skills for ethical use by students and staff.

Some Acceptable Use for Students

-Brainstorming ideas and outlining work
-Organizing original thinking
-Creating study guides or other study resources
-Skill practice / self-tutoring
-Checking grammar and spelling after completing work
-Simplifying complex concepts for better understanding
-Asking for feedback on how to improve their work
-Using AI as a support tool, then making their own revisions and final decisions

Some Unacceptable Use for Students

-Submitting AI-generated work as their own
-Using AI to generate answers for assignments
-Using AI to complete tasks meant to demonstrate their own learning
-Passive or 'blind' use without thinking or engagement
-Using AI for harassment, bullying, or inappropriate interactions
-Using AI as a primary research source
-Manipulating photos or videos in inappropriate ways
-Using AI to summarize reading they were expected to complete themselves

PROGRESS REPORTS
To communicate performance in your child's classes, progress reports are given each quarter to students who are not meeting expectations or who are encountering some trouble. These reports will be a phone call or an email from one of your child's teachers. Letters home or personal conferences might also be used. Parents are encouraged to contact the teachers any time there is a question or concern regarding student progress.

REPORT CARDS
Grades will be based on the assessment of student performance in classes, which may include participation, daily work, presentations, projects and tests.

A+	100	A	94-99	A-	93
B+	92	B	87-91	B-	86
C+	85	C	79-84	C-	78
D+	77	D	71-76	D-	70
F	0-69				

RESOURCE PROGRAM (Board Policy 6010)
Special services are available to the handicapped students of this district as provided by State Law LB403. The guidelines for the resource program are available in all administrative offices or directly from Shannon Hall-Schmeckpeper, Director of Special Services (643-4499).

RETENTION
Students who do not perform to their capabilities may be retained. The following retention rules will be utilized: The issue of retention at Seward Middle School is primarily an issue of accountability. Teachers will inform parents and students of chronic missing/incomplete work and poor quiz or test scores. Parent conferences will be held and the teachers may assign academic detentions. If a student does not improve and fails several classes, he/she may be retained at the current grade level or students may be promoted to the next grade level but could repeat a class or classes the next school year. Regular attendance in school is necessary to be successful and could be a determining factor in retention or repeating a class or classes. Retention of identified students in Special Education program will be determined by the Individual Educational Plan.

SCHEDULE
Schedules will be sent home with the students the first week of school.

SCHOOL CLOSING
If there is a late start, school will start 2 hours late and buses will run 2 hours late. School closing or late start information will be announced using our District Alert System.

STUDENT DATA AND INFORMATION FOR NEBRASKA DEPARTMENT OF EDUCATION

Information for the Nebraska Student and Staff records system is collected by the Nebraska Department of Education (NDE) for the purpose of doing state and federal reporting. This data includes information from NSCAS, NWEA, AQuest, state aid and special education. Student data are protected by state and federal laws and must be maintained in a confidential matter at all times. Parents may review the kinds of data that are collected about our students and the methods that the Nebraska Department of Education uses to manage this data at the Department of Education website: http://www.nde.state.ne.us/

TESTING PROGRAM
The counselor is in charge of the testing program at the Middle School. Certain students will be given individual ability tests upon referral for appropriate placement in various school programs. Such tests are only given with prior parent approval.

The following types of tests will be given to students during the school year: NWEA (Northwest Evaluation Association) and the state mandated assessments (5th-8th grade).

T.O.P. (Think Only Positive) TIME
A homeroom/advisement program involves students in 6th, 7th and 8th grades. This program provides a home base for students during their Middle School years. Through homeroom advisement, students will be offered instruction that will provide opportunities to acquire skills in managing themselves, interacting with others and in making decisions thoughtfully and intelligently.

ATTENDANCE POLICIES AND PROCEDURES (Board Policy 5001)

Regular attendance at school is the primary responsibility of students and parents. There is no substitute for regular attendance and many classroom experiences cannot be made up.

IF YOUR CHILD IS ABSENT FROM SCHOOL:

- You are asked to call the school before 9:00 a.m. on the day of the absence.
- The school may attempt to reach the parent/guardian if a phone call has not been received.
- If a phone call is not possible and/or if the school is not successful in reaching the parent/guardian, a note is needed the day the student returns to school.
- If a note or phone call is not received, the student will be required to make up the school time missed.

EXCUSED ABSENCES are those that are family or school initiated:

- Illness, appointments, family emergencies, field trips, etc…

UNEXCUSED ABSENCES are those for which:

- There is no prior permission from a parent/guardian, teacher or an administrator to miss school.
- No note from the parent, doctor, etc. is received upon return.
- Credit may not be given for missed work or tests.
- The student may be assigned detention time.

PREARRANGED ABSENCES are those that have been prearranged by a parent/guardian at least two days in advance, either by phone or by sending a written note to school with the student. These generally occur due to planned trips and medical or dental appointments.

ABSENCES DURING THE DAY
Students leaving during the school day are required to sign out in the office. Students arriving late are required to sign in at the office. Late arriving students must have a note or the parent/guardian must call the school to inform us of the reason for the late arrival.

MAKE UP WORK
Students who are absent for any reason will be required to make up work missed in each class. Students will be given one day for each day absent. A day's absence does not excuse a student from responsibility for all work missed on the day of their return.

It is the student's responsibility to obtain all make-up work from his or her teachers immediately upon return to school. Failure to obtain make up work is no excuse for not doing work missed. Only by special permission of the principal can make up work extend past the grading period.

Homework Policy for Suspended Students - Students suspended from school will be given an opportunity to make up all missed work and will be given full credit according to the following criteria:

1. It is the student's responsibility to ask the teacher for missed assignments.
2. Students will be given one day for each day suspended from school to return completed assignments and take make up tests.
3. Daily work, if made up, will be considered in the grading process. Tests may be made up with credit after the suspension if completed in the time allowed in statement #2.

To the extent possible, students placed in in-school suspension will work on class assignments while in the in-school suspension room. Any work not completed will be governed by the policy on make up work for suspended students.

TRUANCY
The School District of Seward complies with Nebraska law when dealing with truancies. A copy of School Board Policy and State Statue 79-209 is on file at the District Office.

TARDIES
Students are expected to be on time to all classes. If tardiness becomes a pattern (4 per quarter), students will be subject to lunch and after school detentions or suspensions.

CLOSED CAMPUS
Students may not leave the school grounds during the school day without permission of parents or guardians and the school office. If a student leaves the campus for any reason, the student must sign out in the office. Once students are on school grounds in the morning, they must remain on school grounds. This includes bus students and students being dropped off by parents.

SCHOOL ACTIVITIES ATTENDANCE FOR PARTICIPATION OR PRACTICE
Students must attend school all day in order to take part in practice or a contest with the following exceptions:

1. Arrangements have been made ahead of time with principal's office for a doctor, dental, or orthodontist appointment.
2. Arrangements have been made ahead of time with principal's office in order to attend a funeral.
3. The student has missed school because of a class activity and/or field trip.

HALL PASSES
Students must have a hall pass when they are away from their assigned class area. They are expected to take care of all personal needs during break times and to take all necessary books and supplies to class.

STUDENT GUESTS
Student guests are only allowed with prior notice and permission from the office and the teachers involved with the student and guest.

STUDY TRIPS
While on study trips, students are expected to exhibit a high standard of cooperation and behavior. School rules apply to any activity that is sponsored by the school or district. Permission forms must be completed and signed by a parent/guardian prior to student participation in any off campus event. Study trips are a privilege and not a right. Students will not be allowed to participate if behavior issues impede on the learning value of the trip.

ENROLLMENT INFORMATION (Board Policy 5002)

ENROLLMENT OF NEW STUDENTS
All new enrolling students are required by state law to provide a certified copy of the student's birth certificate or other reliable proof of the student's identity and age accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

All new enrolling students are also required to have up to date immunization records. Students whose immunizations are not current will not be allowed to enroll.

PHYSICALS
All 7th grade students and students from out of state, must have a physical prior to entering the 7th grade. However, a parent may choose to sign a waiver on the requirement of having a physical. A student participating in sports cannot waive a physical.

PARENTAL CUSTODY INFORMATION
It is the responsibility of the parent with whom a student resides to keep the office informed about parent custody of the child and about any visitation restrictions of the non-custodial parent. The school will make every effort to ensure that such visitation restrictions are carried out. However, the school cannot accept responsibility once the student leaves school premises. School reports of student progress will be given to both parents when requested.

STUDENT EXPECTATIONS

Every Seward Middle School student should become a responsible, self-disciplined individual. Our staff has high expectations for every student, both academically and behaviorally. Seward Middle School teaches and expects the Eight Keys of Excellence to be visible and practiced in school. The Eight Keys of Excellence is a set of principles which we incorporate into our students life to develop character in order to provide the framework for a supportive, trusting environment. These principles include:

Integrity – Conduct yourself with authenticity, sincerity and wholeness. Your values and behavior are aligned.
Failure Leads to Success – Understand that failures simply provide you with the information you need to succeed. There are no failures, only outcomes and feedback. Everything can be useful if you know how to find the gift.
Speak with Good Purpose – Speak in a positive sense, and be responsible for honest and direct communication. Avoid gossip and harmful communication.
This Is It – Focus your attention on the present moment, and make the most of it. Give each task your best effort.
Commitment – Follow through on your promises and obligations; live your vision. Do whatever it takes to get the job done.
Ownership – Take responsibility and be accountable for your actions.
Flexibility – Be open to change or a new approach when it helps you get the outcome you desire.
Balance – Keep your mind, body and spirit in alignment. Spend time developing and maintaining these three areas.

The purpose of the school-wide behavior expectations is to provide a safe, positive and orderly environment conducive to academic, social and character development for our students. To accomplish this goal, Seward Middle School students are expected to:

- Know and follow all school/teacher expectations and rules.
- Show respect for themselves, others and all property.
- Be responsible for their behavior.
- Put forth their best effort.
- Bring all needed materials to class each day.
- Be in the classroom on time and ready to learn.
- Use class time wisely, be on task and listen attentively.
- Use appropriate language.
- Solve conflicts and problems in a constructive manner.
- Refrain from displaying any signs of affection.

The school has established a set of expectations and standards for behavior. It is expected that each student will learn these expectations and abide by them. If a student lacks the ability to follow these standards of conduct, appropriate corrective measures will be taken. A student who exhibits behavior problems is entitled to all the help that can be provided by teachers, counselors, administrators and outside agencies to enable him/her to function productively in the classroom.

Seward Middle School will use many types of consequences for behavior concerns. Some of these include, but are not limited to, the following: conferences, detentions, service to school, restriction of school privileges, in-school suspension, out-of-school suspension and expulsions.

PROFESSIONAL DISCRETION
This agreement provides academic/disciplinary expectations and guidelines that help to prevent arbitrary decisions. This agreement does not attempt to cover all possible circumstances or appropriate solutions. The Seward Administration reserves the right to apply professional discretion in dealing with students and families concerning academics or disciplinary situations. Extenuating circumstances and the willingness of a student and family to reach an acceptable resolution to a problem will be considered.

APPEARANCE
Students often think it is very important to wear the latest styles to “fit in,” but school is also a work place. So…Seward Middle School has a dress code. This code has been established to:

- Minimize disruptions to the educational environment.
- Ensure student safety.
- Encourage students to wear clothing that fully allows participation in learning activities.

We will follow board policy 5031 and will utilize short-term suspension if needed.

DISCIPLINE (Board Policy 5035)
Seward Middle School's discipline measures are designed to help students become more responsible learners and community members. It is the responsibility of students, parents and staff to develop a sense of social responsibility that creates a safe community and enriched learning environment.

- Student behavior that threatens the health and safety of students or staff, results in property loss or damage, or disrupts the educational process is not allowed and will result in disciplinary action.
- Seward Middle School has a zero tolerance policy for violence.
- Consequences for misbehavior will be age-appropriate and without bias.
- Disciplinary files are confidential.

Possession of cell phones in schools is discouraged. If it is necessary for a student to have a cell phone in school, the following rules apply:

- The cell phone will be turned off during the school day.
- The cell phone is out of sight during the school day (preferably in a book bag).
- The only time the cell phone can be used is outside of the school day and the student must be outside the school buildings.
- Students are responsible for their own phone at all times, even if it is taken from someone to whom they have loaned it.
- By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable and necessary.

If any of these rules are violated, the cell phone will be taken from the student by a school employee and turned in to the principal's office. A parent must pick the phone up at the school office.

First offense: The cell phone will be confiscated and held in the principal's office. A second offense by the student is insubordination.

Second offense: The cell phone will be confiscated and held in the principal's office. Depending on the circumstances, the principal will determine whether the student receives an in-school or out-of-school suspension for insubordination.

Continued offenses: Additional disciplinary action may be taken to the consequences mentioned above.

Possession of any of the following items in the classroom may result in these being confiscated and held in the office for parents to pick up:

- Portable video games, trading cards, etc…

Possession of any of the following items in the school will result in these being confiscated and held in the office for parents to pick up:

- Skateboards, roller blades, scooters, hover board, etc…

Possession and or use of these items will result in consequences ranging from detention/clean-up duty to suspension:

- Water balloons, paint balls, water gun, etc.

Possession, use of or distribution of these items will result in consequences ranging from detentions to suspension/expulsion:

- Lighters, knives (including pocket knives, or other sharp items), matches, firecrackers, fireworks

Possession, use of or distribution of any of the following items may lead to expulsion:

- Explosives/explosive devises
- Knives, blades, guns of any type
- Hit lists or lists of violent actions
- Please note that any other items used as weapons and/or that appear to be dangerous items (metal pipes, chains, toy weapons, and pencils) can also result in severe consequences.

Students who bring, use, possess, sell, share, or distribute any of the items listed below face detention, suspension and/or possible expulsion:

- Cigarette, E-Cigarette, or other tobacco products as well as vaping products and devices.
- Alcohol
- Prescription medication (must be kept in office)
- Illegal drugs, substances used to simulate drugs or drug paraphernalia
- Over the counter medications except for personal use in office with parent approval.

Engaging in any of the following activities will result in consequences ranging from a verbal warning, detention, suspension to expulsion:

- Arson, burning or igniting any object
- Inappropriate physical contact
- Extortion
- Defiance
- Fighting
- Intimidation
- Harassment of any type including racial or sexual
- Unauthorized sales of food and other items
- Aggressiveness
- Misconduct on the bus
- Gang activity
- Vandalism
- Misuse of technology
- Verbal abuse
- Gambling
- Theft
- Inappropriate language
- Unsafe action

- Lewdness
- Threats

BULLYING (Board Policy 5054)
Students who engage in bullying or harassing behavior are subject to discipline up to and including expulsion. Bullying behavior is defined as an ongoing pattern of physical, verbal or electronic abuse. Students are encouraged to report bullying behavior to any adult in the building.

Bullying behavior is usually first given to our Bully Response Team (BRT) which is a group of middle school students under the supervision of a middle school teacher, Jon Marroquin. They assess the situation reported, investigate then intervene using the guidance of Mr. Marroquin. The more serious situations and ongoing behaviors are given to the school counselor or the building principal.

We also promote the Safe2Help program which is a 24 hours a day, 7 days a week hotline where students can anonymously report school safety issues.

TEACHING EXPECTED BEHAVIORS
The faculty and staff of Seward Middle School will retrain students in the necessary expected behaviors to be successful. Retraining sessions are called "practice." The goal is to correct the behavior and not punish the student.

Students may be assigned practice sessions by the office or any member of the staff. Practices are for those students with undesirable patterns of attendance, tardiness or conduct as well as other disciplinary problems. Practice sessions will be on the students' valued time (the lunch period, before or after school) and take only the necessary amount of time to correct the behavior.

In the event that a student is suspended out-of-school, the student will report to the principal's office when they return to school to discuss ways in preventing those inappropriate behaviors from reoccurring. Some retraining and practice may take place. In certain situations parents may be required to attend this meeting.

ATHLETICS/CLUBS GUIDELINES AND EXPECTIONS
Listed below is a summary of the eligibility requirements for Seward Middle School.
If a student in grade 7 or 8 reaches age 15 prior to August 1, the student shall be ineligible for interschool competition in grades 7 or 8. The student may participate on a high school team.

All athletes must have a physical sheet signed by their doctor before they can actively participate in athletic practice. All athletes will be given a copy of the middle school athletic training rules. If after reading them you do not understand them, please contact ~~Mr. Miller~~ Mr. Carlson or your coach.

Students must attend school all day in order to take part in practice or a contest with the following exceptions:
1. Arrangements have been made ahead of time with principal's office to miss for a doctor, dental, or orthodontist appointment.
2. Arrangements have been made ahead of time with principal's office in order to attend a funeral.
3. The student has missed school because of a class activity and/or field trip.

Any student found guilty by school authorities or law enforcement agencies of drinking or possessing any form of alcoholic beverages, using or possessing tobacco or illegal forms of drugs while participating in an athletic program (during an athletic year - start of fall practice through end of school term) shall be subject to suspension under current School Board Policy.

STUDENT SUPPORT

4R ROOM
The 4R's in the title represent Rights, Responsibilities, Respect, and Redirection. A student may be referred to the 4R room for academic or behavior reasons. The goal of the 4R room is to create a learning experience from poor choices, as we feel this is essential to learning and an inevitable part of living. It is our philosophy to teach students not to hide mistakes, to make excuses, or blame others.

In the 4R room, students are taught various steps to problem solving. They are responsible for identifying the problem, as well as, possible solutions to solving it. Students examine advantages and disadvantages of each solution and choose one they feel would best solve the problem. Students are expected to follow through with their chosen solution, and finally, create ways of monitoring their success.

AFTER SCHOOL PROGRAMS/SPORTS
Students involved in after school programs are expected to abide by school expectations. After school activities are an extension of the school day. Sponsors and coaches will have expectations for each activity and these will be shared with the students and parents. Students are expected to maintain academics during their participation in after school activities. If low grades become a problem, the sponsor, student, parents or the principal will meet to set up expectations and a plan for the student to be successful in both areas.

SPORTS PARTICIPATION FEES (Board Policy 5045)
All students participating in activities will be required to purchase a full year activity pass. This activity pass admits the student to all home activities during the school year. The exception would be the musical, conference, district or state tournaments that are hosted by the Seward Public Schools. The cost of this pass to participants is $25.00

Students will be charged a $25.00 flat fee for all activities/athletics. As an example: $25.00 for the activity pass; $25.00 for football/volleyball, basketball/wrestling, and track for a total of $50.00 for the year. If the student also participates in band, choir, or the musical there would not be an additional charge. No student will be denied access to an activity because of the fees, but it is the family's responsibility to contact the teacher, sponsor or office regarding any special circumstances.

STUDENT COUNCIL
The Student Council is an organization through which the students may express their opinions and plan activities for the students. The council tries to promote leadership, cooperation, responsibility, respect, caring, fairness, citizenship and trustworthiness among its members.

STUDENT PLANNERS
Student Planners are provided to assist students and parents in preparation for classes each day. Please check and/or review these nightly with your student.

COUNSELING
The Seward Middle School counselor is available to help you with your child's academic, personal and social concerns. The counselor is also available for educational planning, interpretation of test scores, occupational information, career information and study help.

MEDIA CENTER
The Media Center is an extension of all middle school classrooms. The library/media center closely parallels the curriculum and greatly expands the classroom resources available to students. The M.C. houses several thousand print resources that are supplemented with an extensive video collection, electronic resources, and online databases to which the M.C. subscribes. In the course of the school year, students will often be assigned classroom research projects that are M.C. based. Students are always encouraged to use the M.C. for recreational reading materials.

The special rules regarding circulation of print materials and access to electronic resources will be explained to each grade level during their M.C. orientation early in the school year. Fines are charged for overdue materials at an established rate and must be paid before report cards are issued and/or credit is given.

FINES AND FEES
Some activities, classes or events may require a fee. No student will be denied access to an activity because of the fees, but it is the family's responsibility to contact the teacher or office regarding any special circumstances.

At the end of each year or when your student leaves Seward Middle School, all books and materials must be returned in good condition, or a fine will be assessed. Fines must be paid before grades or an official transcript will become available.

FOOD SERVICE/CAFETERIA
The school cafeteria is maintained as a vital part of the health program of the school. To encourage good nutrition, a well-balanced lunch and breakfast is offered at a reasonable price. Those students wishing to participate in the free and reduced lunch/breakfast program must turn in their application to the district office.

2026-2027 Food Service Prices: ● Lunch: ~~$3.60~~ $3.70 ● Breakfast: ~~$2.35~~ $2.45

Lunch/breakfast guidelines are as follows:

1. Lunch money can be deposited before school in the cafeteria or in the office. If your lunch balance falls below the price of two full priced lunches, parents may be contacted. If the balance is below zero and money is not deposited in the child's account after one day, students will be served an alternative meal. However, students are reminded daily when they come through the lunch line if their balance is below $5.
2. Students that exhibit unacceptable behavior in the lunchroom such as throwing food, etc. will not be allowed to eat in the cafeteria. These students will be assigned to eat their lunches in an area separate from the other students.
3. A breakfast program is available to all middle school students. The serving time is from 7:40 to 7:55. There is time for bus students to eat breakfast. ~~Students may only purchase a full breakfast.~~ Other types of food are not permissible in the cafeteria during the morning serving time.
4. Food may not leave the cafeteria at any time.

In accordance with Federal civil rights law and US Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, officers, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funding by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact the USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To Request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: US Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Ave, SW
Washington D.C. 20250-9410
(2) Fax: (202) 690-7442 or
(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

HEALTH AND MEDICAL INFORMATION
The middle school health program is administered by the school nurse, Michele Cooksey, who is responsible for ensuring the school provides for the individual health needs of all students. School health services are intended to support, not substitute for, health care that should be provided by the parents. Communications between parent and school regarding a student's health is very important and beneficial. Please notify the school nurse or office of any health related problems or concerns of which the school should be aware.

If a student is sick or hurt and can't make it through the day, permission from the teacher must be obtained to go to the nurse's office. The student must have a pass to go to the nurse's office and cannot go during passing periods. A student must consult with the nurse before he/she leaves to go home because of illness or injury and the nurse has contacted and obtained parent/guardian permission. The student must sign out in the school office.

A sick child should be kept at home to protect other children. If a child has a fever, the child should remain at home for at least twenty-four hours after the fever breaks.

Among the health services provided for students by the Seward School District are screening tests for vision, dental, and hearing. Hearing tests are given to students in kindergarten through fourth grade, seventh, and tenth grades, and to new students and those who have had previous hearing losses. Vision screening (distance) is done each year in all elementary grades kindergarten through fourth grade, seventh, and tenth grade. Vision (near) is done in grades first and third grade. Dental screenings are completed each year kindergarten through fourth grade, seventh grade, and tenth grade except for those students who have evidence of having been seen by a dentist within the preceding six (6) months. Weight/height status along with a body mass index percentile is done in grades kindergarten through fourth grade, seventh grade, and tenth grade.

These screenings are for the purpose of detecting major dental, vision, and hearing problems, which are apparent and are not intended to substitute for a thorough doctor examination.

Parents/guardians are notified if the screenings indicate the potential for any type of problem. School personnel do not diagnose health problems. If health problems are detected, parents/guardians are then encouraged to consult their family medical specialist, but the schools cannot assume the cost of the medical specialist's.

MEDICATION - The school nurse is responsible for coordinating student medication. The following regulations apply to all students who must take prescription or non-prescription medications during school hours.

1. Prior to administration of any medication, parents must sign a written consent and have it filed with the school nurse. Consent forms may be obtained in the nurse's office or school office.
2. In case of prescribed medication, given for more than two weeks (long term prescriptions), the parent's consent and a doctor's written orders must be filed with the school nurse.
3. Medication must be sent to the office in the original container and the medication card must be signed. Both over the counter and prescription medications are treated the same way. Pharmacists will provide two labeled containers, one for home and one for school.
4. The school district will not purchase, prescribe or provide any form of internal medicine to a student.
5. No more than one week's supply of a medication should be brought to school.
6. The student may bring the medicine to school. No prescription medication will be sent home at any time with the student. Parents may pick it up at the nurse's office or school office. Medication that has not been picked up at the end of the school year will be destroyed.
7. Notify the school nurse if you need to carry an inhaler due to asthma.
8. Written directions must accompany emergency medications, such as a bee sting kit, from your doctor.

IMMUNIZATION - All children must be immunized by the first day they enroll in school except as follows:

1. A statement which is signed by the physician, stating that in the physician's opinion, the immunization required would be injurious to the health and well-being of the student or any member of the student's family or household; or
2. An affidavit signed by the student or, if he/she is a minor, by a legally authorized representative of the student, stating that the immunization conflicts with the tenets and practice of a recognized religious denomination of which the student is an adherent or a member, or that immunization conflicts with the personal religious belief of the student. A notary public must sign this affidavit.

INSURANCE - The school board affords students the opportunity to participate in-group accident insurance at the start of each school year with Mutual of Omaha. One of the following is a requisite to registration in classes having a potential of personal injury or participation in athletics:

1. Participation in the student accident insurance program.
2. The family maintains a statement signed by parent certifying insurance covering personal injury of the student.
3. A statement signed by the parent acknowledging receipt of information concerning student accident insurance and declining participation.
4. The filing of claims is the responsibility of the students and their parents.
5. Students will be responsible for providing their own band instrument insurance.

LICE (Pediculosis) - Children may be examined periodically by the school nurse to determine if lice are present. If the examination indicates the presence of lice or nits, the child will be sent home immediately or as soon as safe and proper conveyance can be found. In the event that arrangements cannot be made for the child to go home, the child will be isolated from the other students. Parents will be required to bring the child to the nurse or nurse aide at the time of reentry. The child must be nit-free before readmission will be granted.

LOST AND FOUND

Students who find lost articles are asked to take them to the office where the owner can claim them. A lost and found table will be kept in the cafeteria and will periodically be cleaned out with articles being donated to a local charity. Students and parents are encouraged to check this table for lost items.

PHYSICAL EDUCATION

All students must participate in physical education. In view of this, it is strongly urged that each student visit his/her family doctor for a complete physical examination before entering school. If any limitation is to be placed on participation in physical education, a written statement should be presented which clearly sets forth the limitation and is signed by the family doctor. The statement will be made a part of the student's record. Appropriate athletic shorts, t-shirts and gym shoes are required for students in grades 6-8. Students in 5th grade will need to have proper shoes but will not dress out for class. All middle school students (grades 5-8) will need a separate pair of shoes to be used only for PE when classes are held in the gymnasium. They can be inexpensive or even a used pair as long as they are used ONLY for physical education classes in the gymnasium.

~~YOUTH ASSISTANCE PROGRAM (YAP)~~
~~The Youth Assistance Program (YAP) operates in the Middle School. The purpose of YAP is threefold: 1) to identify students with high-risk behaviors, 2) to connect students and families with sources of assistance, 3) to support students in the school environment. If you have questions, please contact the middle school office or Mr. Schlegel.~~

SCHOOL SECURITY
The Seward School District uses electronic surveillance equipment to monitor the premises for the purposes of: employee and student safety and security; prevention and detection of crime; and the apprehension and prosecution of offenders.

STUDENT LOCKERS
Lockers are assigned to students. Students are encouraged to leave all valuable items at home. The school is not responsible for missing items. A student may bring a lock from home but must provide the office with the combination or key. Lockers and locks are also provided for PE and athletics. The lockers and locks are school property. Damage to a locker will result in a fine and/or suspension. School officials reserve the right to search lockers.

BLUEJAY ALERTS
To receive important information about Seward Public Schools sent as a text message or voice message directly to cell, home or office phones, wireless PDA or pagers, sign up for Blue Jay Alerts. It's an automated calling system used to contact parents for things such as emergency information, school closings, early dismissals and school event reminders. Please contact Craig Williams, District Technology Coordinator at 643-2988 or craig.williams@sewardschools.org.

TELEPHONE AND PHONE MESSAGES
- Students will not be excused from class to accept phone calls, but messages concerning family emergencies will be given to students promptly.
- Students will only be allowed to use the phone for emergency situations or if they need to make arrangements to stay after school.
- Cellular phones and other communication devices are not to be used during school hours. Faculty and staff will confiscate these items and the parents will need to pick these up from the office.
- After school arrangements (going to a friend's house) should be made in advance of school hours.

TRANSPORTATION AND ARRIVAL AT SCHOOL
- Students should not arrive at school before 7:45 a.m. unless they are eating breakfast. Students are to wait in assigned areas. Transportation is provided between school and home only via school district established bus routes. If students wish to go to any other destination, they will need to provide their own transportation. Any exceptions to this policy will require advance written parental notice and school approval.
- School expectations and guidelines are to be followed on all buses. A student may be suspended from riding any buses because of inappropriate behavior.
- Scooters, roller blades and skateboards are not to be ridden on school grounds. These items will be confiscated if they are being ridden during school hours. Bikes may be ridden to school and parked in the bike racks. The school is not responsible for these items during the school day.
- **Students walking to and from school are required to use the crosswalks where provided.**
- All students are required to remain on school grounds once they arrive. Students leaving school grounds without permission will be subject to disciplinary action.
- Insist that your child obey traffic signals. Parents who pick up or drop off children before and after school can come to the east or west entrance (preferably the east entrance) and are asked to obey signs for everyone's safety. Buses load and unload children on the west side of the building.

HIGH ABILITY LEARNER (HAL) PROGRAM
Educational enrichment is provided for all students throughout the school year by way of special classroom activities and school-wide events. Additional services are provided for identified students in grades 5-8 and consist of further skill development in the areas of written and oral communication, critical thinking, research, etc. Questions about identification or program offerings should be addressed to the HAL coordinator, Shannon Hall-Schmeckpeper.

VIDEO SURVEILLANCE
The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Unless otherwise authorized by board policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district's appropriate use and student discipline policies. An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

GRIEVANCE
Grievance procedure for students and employees of the School District of Seward is in compliance with Title IX, the Nebraska Equal Opportunity in Education Act, Section 504 or Title VI. It is the policy of the School District of Seward Public Schools not to discriminate on the basis of race, national origin, creed, age, marital status, sex or disability in its educational programs, activities or employment

policies as required by Titles VI and VII of the 1964 Civil Rights Act, Title IX of the 1972 Education Amendments, the Federal Rehabilitation Act of 1973 and the Nebraska Equal Education Opportunity Act.

Any person who believes he or she has been discriminated against, denied a benefit, or has been excluded from participation in any district education program or activity on the basis of sex, race or handicap in violation of this policy may grieve such matters using the adopted grievance procedures of this district. Definition of Terms:

1. Grievant - An individual student, parent or employee.
2. Grievance - The grievant feels that there has been discrimination on the basis of race, national origin, creed, age, marital status, sex or handicap.
3. Days - Shall refer to Monday through Friday, excepting legal holidays.
4. Time Limits.
    a. No grievance shall be recognized unless it is filed at the appropriate level within ten (10) days after the occurrence of the event that is the subject of grievance.
    b. In circumstances where the grievant does not pursue the next step of the procedure within the time limit specified, unless there is a mutually agreed upon extension of time, the grievance shall be deemed to have been settled and no further action shall be required.
    c. In the absence of a written reply to a grievance by the appropriate administrator within the required time period, the grievance shall be considered to have been denied and the grievant may submit the grievance in writing to the next level.

Procedures
Level One: A grievant shall, within ten (10) days after the occurrence of the event that is the subject of the grievance, make an appointment with and discuss the matter with his or her principal or immediate supervisor. Every effort will be made to resolve the grievance informally at this level. The principal or immediate supervisor shall give an oral response to the grievant within five (5) days after the initial discussion.

Level Two: In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant shall reduce the grievance to writing, sign it, and submit it to the principal or immediate supervisor within five (5) days after the oral response at Level One. A written grievance shall contain a detailed description of the factual circumstances upon which the principal or immediate supervisor must submit a written answer within five (5) days after receipt of the written grievance.

Level Three: In the event the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may submit the written grievance within five (5) days thereafter to the Superintendent of Schools. The Superintendent of Schools will respond in writing to the written grievance within five (5) days thereafter.

Level Four: In the event the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may submit the written grievance to the Seward Board of Education which will convene a grievance committee for the purpose of examining evidence of discrimination in the case submitted. The grievance committee will consider all relevant evidence presented in connection with the grievance and may request individuals to testify before the committee. Within twenty (20) days after receipt of the written grievance the grievance committee shall determine what action, if any, should be taken to resolve the grievance. A copy of the decision shall be delivered to the grievant.

Inquiries regarding compliance with Title IX, the Nebraska Equal Opportunity in Education Act, Section 504 or Title VI may be directed to Scott Axt, Seward High School, Kirk J. Gottschalk, Seward Middle School, or Jessica Dominy, Seward Elementary.

NOTICE OF NON-DISCRIMINATION
The School District of Seward does not discriminate on the basis of race, color, national origin, gender, marital status, disability, or age or in admission or access to, or treatment of employment or educational programs and activities. Any person having inquiries concerning The School District of Seward's compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact Superintendent Josh Fields, in writing at 410 South St., Seward, Nebraska or by telephone at (402) 643-2941. Any person may also contact the Office for Civil Rights, U.S. Department of Education, in writing at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114-3302 or by telephone at (816) 268-0550, regarding compliance with the regulations implementing Title VI, Title IX, or Section 504.

Middle School 1 to 1 Chromebook Initiative Policies and Procedures
Seward Public Schools is proud to offer our 8th grade students Chromebook devices for use at school and home. The 1 to 1 Chromebook program, which provides mobile computing and wireless technology to all grade 8 students, has been designed to enhance delivery and assist with individualized instruction.

For parents and students, the following information is provided to help everyone understand the expectations and the responsibility of care and use related to receiving a Chromebook. Students are expected to use computers and the Internet as an educational resource. Please reference Board Policy 5037 for further guidance.

- Students will receive instruction on the proper use and care of a Chromebook.
- Students will be able to take the Chromebook home during the school year once the student and parent have signed the Chromebook Loan Agreement Form, and the Student Handbook Receipt.
- Students are expected to treat the Chromebook as a valuable piece of equipment.
- Students must take all precautions to prevent theft; for example, do not leave the Chromebook unattended or in a car.
- Students must take precautions to prevent damage to the Chromebook; for example, do not leave the Chromebook where there is danger of coming into contact with moisture or excessive heat/cold temperatures.
- Students are to use the Chromebook to access only socially and educationally appropriate materials and websites.
- Students who wish to use the Chromebook to purchase goods and services from the Internet have full responsibility for any financial obligations incurred from doing so.
- Students are to use the Chromebook in accordance with all Seward Public Schools technology policies including all stipulations found on the Chromebook Loan Agreement Form.

• Chromebook are property of Seward Public Schools and must be returned at the end of the school year, upon withdrawal from Seward Public Schools, and/or at the request of the administration. Willful failure to return the Chromebook in accordance with the stated conditions will result in criminal prosecution.
• Since the Chromebooks are property of the school district, officials of the school have the right to review all material stored on or accessed by any Chromebook and/or student. School officials may revoke a student's Chromebook privileges for any misuse or violation of policies.

Summary of the School Immunization Rules and Regulations 2026-2027

Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine, 3 doses of Polio vaccine, 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs of age 3 doses of pediatric Hepatitis B vaccine, 1 dose of MMR or MMRV given on or after 12 months of age, 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs of age
Students from Kindergarten through 12th Grade, including all transfer students from outside the State of Nebraska and any foreign students	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday, 3 doses of Polio vaccine, 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age. 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Additionally, **for 7th Grade** Only	1 dose of Tdap (must contain Pertussis booster)

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services, 2011. For additional information, call 402-471- 6423.

The School Rules & Regulations are available on the internet: http://www.hhs.state.ne.us/reg/t173.htm (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)
Updated 1/2014

2026-2027 Seward High School Student Handbook



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- Section 5 Electronic Device Policy

1 to 1 Chromebook Initiative Policies and Procedures

Extra-Curricular Activities - Rights, Conduct, Rules and Regulations

- Section 1 Extra-Curricular programs
- Section 2 Activity Philosophy
- Section 3 Activity Fees
- Section 4 Activity Code of Conduct
- Section 5 Academic Grade Standards for Activities Participation
- Section 6 Team Selection, Playing Time, Conflicts, and Transportation
- Section 7 Relationships Between Parents and Coaches/Sponsors
- Section 8 Good Sportsmanship—Behavior Expectations of Spectators
- Section 9 Nebraska School Activities Association Concussion Guidelines/ Recommendations
- Section 10 Varsity Sports Seasons
- Section 11 Activity Participant Fees
- Section 12 School Dance Policy

State and Federal Programs

- Section 1 Notice of Nondiscrimination
- Section 2 Designation of Coordinators
- Section 3 Anti-discrimination & Harassment Policy
- Section 4 Multicultural Policy
- Section 5 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973
- Section 6 Notification of Rights Under FERPA
- Section 7 Notice Concerning Disclosure of Student Recruiting Information
- Section 8 Notice Concerning Staff Qualifications
- Section 9 Student Privacy Protection Policy
- Section 10 Parental Involvement Policies
- Section 11 Homeless Students Policy
- Section 12 Breakfast and Lunch Programs
- Section 13 Asbestos Management Plan
- Section 14 Title IX

Appendix

- 2026-2027 Parent-Student Permission Information Record Sheet
- Seward Public Schools Adult Code of Conduct
- Seward High School Student And Parent Consent Form For Interscholastic Participation
- Nebraska School Activities Association ("NSAA") Student and Parent Consent Form
- Guard Your Activities Eligibility

Forward

Section 1 Intent of Handbook

This handbook is intended to be used by parents, students, and staff as a guide to the rules, regulations, and general information about Seward High School. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a "contract." The administration reserves the right to make decisions and make rule revisions at any time to implement educational programs and to assure the well being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, as well as state and federal regulations.
Each year, the Board of Education shall adopt Parent-Student Handbooks. The rules, procedures, and practices adopted in the Parent-Student Handbooks shall have the effect of Board Policy.

Section 2 Superintendent and Members of the Board of Education

Name	Title
Dr. Josh Fields	Superintendent
Ryne Seaman	President
Paul Duer	Vice President
Jill Hochstein	Secretary
Matthew Hastings	Member
Danielle Shipley	Member
Shawn Svoboda	Member

Section 3 High School Administration and Office Staff

Name	Position
Scott Axt	Principal
Rich Eber	Assistant Principal
Scott Curry	Activities Director
Charles Gebhardt	Assistant Activities/Concessions Director
Craig Williams	Technology Coordinator
Noelle Baker	Counselor
Kevin Fields	Counselor
Matt Dominy	Curriculum and Assessment Director
Shannon Hall-Schmeckpeper	Special Education and Special Services Director
Marty Telecky	Transportation Director
Mary Russell	Administrative Assistant/Bookkeeper
Carmen Johnson	Administrative Assistant/Registrar
Jennifer Anderson	School Nurse

Section 4 High School Teaching Staff

Name	Department	E-Mail
Todd Berner	PE/Strength	todd.berner@sewardschools.org
Aaron Blersch	Mathematics	aaron.blersch@sewardschools.org
Celeste Brandenburgh	FCS	celeste.palensky@sewardschools.org
Ross Briggs	Mathematics	ross.briggs@sewardschools.org
Krystin Cast	Agriculture	krystin.cast@sewardschools.org
Julie Christensen	Media Specialist/Tech	julie.christensen@sewardschools.org
Tiffany Core	Special Education	tiffany.core@sewardschools.org
Erica Crouch	Language Arts	erica.crouch@sewardschools.org
Jessy Eggerling	Agriculture	jessy.egglering@sewardschools.org
Jeremy Fries	Mathematics/Striv TV	jeremy.fries@sewardschools.org
Charles Gebhardt	Mathematics/Chemistry	charles.gebhardt@sewardschools.org
Laura Goracke	Science	laura.goracke@sewardschools.org
Jeff Hass	Industrial Arts	jeff.hass@sewardschools.org
Kurt Holliday	Industrial Technology	kurt.holliday@sewardschools.org
Brandon Houdek	Social Science	brandon.houdek@sewardschoos.org
Spencer Jakub	Language Arts/Speech	spencer.jakub@sewardschools.org
Amanda Kenney	Instrumental Music	amanda.kenney@sewardschools.org
Nate Knott	Art	nate.knott@sewardschools.org
Allie McIntyre	Language Arts	allie.mcintyre@sewardschools.org
Trevor Menke	Social Science	trevor.menke@sewardschools.org
Patrick Miller	Math/Science	patrick.miller@sewardschools.org
Rebekah Miller	Social Science	rebekah.miller@sewardschools.org
Wade Miller	Business	wade.miller@sewardschools.org
Seth Montag	Business & Computers	seth.montag@sewardschools.org
Chris Oerman	Spanish	chris.oerman@sewardschools.org
Jamie Opfer	Health/P.E.	jamie.opfer@sewardschools.org
Paige Perry	Special Education	paige.perry@sewardschools.org
Jenny Pinkall	Science/P.E.	jenny.pinkall@sewardschools.org
Pat Piskorski	Science	pat.piskorski@sewardschools.org
Jim Placke	Physical Education	jim.placke@sewardschools.org
Melissa Pohl	Language Arts	melissa.pohl@sewardschools.org
Chloe Reinwald	Spanish/Computers	chloe.reinwald@sewardschools.org
Ashlee Rickert	Language Arts	ashlee.rickert@sewardschools.org
Ben Rickert	Vocal Music	ben.rickert@sewardschools.org
Kyle Royuk	Math	kyle.royuk@sewardschools.org
Kari Samuels	Special Education	kari.sameuls@sewardschools.org
Beth Seegebarth	Special Education	beth.seegebarth@sewardschools.org
Sara Smith	Special Education	sara.smith@sewardschools.org
TJ Towle	Credit Recovery/SPED	tj.towle@sewardschools.org
Kristen Upton	Spanish	kristen.upton@sewardschools.org
Jarren Zimmerman	Social Science	jarren.zimmerman@sewardschools.org

Section 5 Extracurricular Assignments/Committees

Activity	Coaches/Sponsors/Team Members
Football	Jamie Opfer (Head Coach), Wade Miller, Casey Makey, Jeff Hass, Nate Knott
Softball	Shawn Carr (Head Coach), Brock Anderson
Cross Country	Kurt Holliday (Head Coach), Kyle Royuk
Girls Golf	Jim Placke (Head Coach)

Volleyball	Rebekah Miller (Head Coach), Crystal Hollman, Libby Kratochvil
Boys Basketball	Trevor Menke (Head Coach), Patrick Miller, Wade Miller
Girls Basketball	Beth Bohuslavsky (Head Coach), Jarren Zimmerman, Tanner Roth
Wrestling	Hunter Weimer (Head Coach), Carson Core, Cy Renney
Girls Wrestling	Beau Kinnett (Head Coach), Mckenna Kisela
Girls Bowling	Dennis Sugden
Boys Bowling	Steve Connor
Unified Bowling	Candice Bridgeford (Head Coach), April Roth
Baseball	Brock Anderson (Head Coach), Jeremy Fries, Adam Pierce
Track	Jeff Hass (Head Coach), Nate Knott, Kyle Royuk, Hans Eickmeier, Kari Samuels
Unified Track	Candice Bridgford/Paige Perry
Boys Golf	Jim Placke (Head Coach)
Boys Soccer	Jamie Opfer (Head Coach)
Girls Soccer	Wade Miller (Head Coach), Brandon Houdek
Show Choir	Ben Rickert
Speech	Spencer Jakub (Head Coach), Jessy Eggerling
One Act Play	Megan Boggs
Marching Band	Amanda Kenney
Color Guard	Amanda Kenney
Musical	Ben Rickert, Ashlee Ricket
Cheer	Laura Goracke
Dance	Laura Goracke
FCCLA	Celeste Brandenburgh
FBLA	Seth Montag
Key Club	Ross Briggs/Ashlee Rickert
FFA	Jessy Eggerling/Krystin Cast
Academic Decathlon	Noelle Baker
E-Sports	Aaron Blersch
National Honor Society	Chris Oerman
Quiz Bowl	Melissa Pohl
SkillsUSA	Kurt Holliday
Yearbook	Julie Christensen
Bluejay Leadership Team	Laura Goracke
9th Grade Class Sponsor	Jenny Pinkall, Melissa Pohl
10th Grade Class Sponsor	Erica Crouch, Tiffany Core
11th Grade Class Sponsor	Sara Smith, Kristen Upton, Nate Knott
12th Grade Class Sponsor	Noelle Baker, Kevin Fields
Emergency Response Team	Scott Axt, Scott Curry, Rich Eber, Jennifer Anderson, Noelle Baker, Kevin Fields, Mary Russell, Carmen Johnson

School Calendar

2026-2027 CALENDAR
SEWARD PUBLIC SCHOOLS

AUGUST
3-7 New Teacher Orientation
1-6 Teacher Workday (floating)
7,10,11 Professional Development Days
10 Student Orientation/Open House: Elementary 5:00-6:30, Middle 6:00-7:30 & High School 7:00-8:30 PM
12 First Student Day - Dismiss 1:30

SEPTEMBER
7 No School - Labor Day
21 Professional Development Day - No Students

OCTOBER
9 Elementary Planning Day - No Elem. Students
15 End of 1st Quarter - 45 Days
16 No School--Fall Break
19 Professional Development Day - No Students

NOVEMBER
25-27 Thanksgiving Vacation

DECEMBER
18 End 2nd Quarter - 41 Days -- 1:30 Dismissal
22-27 NSAA Competition Moratorium
19-31 Winter Vacation

JANUARY
1-4 Winter Vacation
4 Professional Development Day - No Students
5 School Resumes

FEBRUARY
12 No School
15 Professional Development Day - No Students

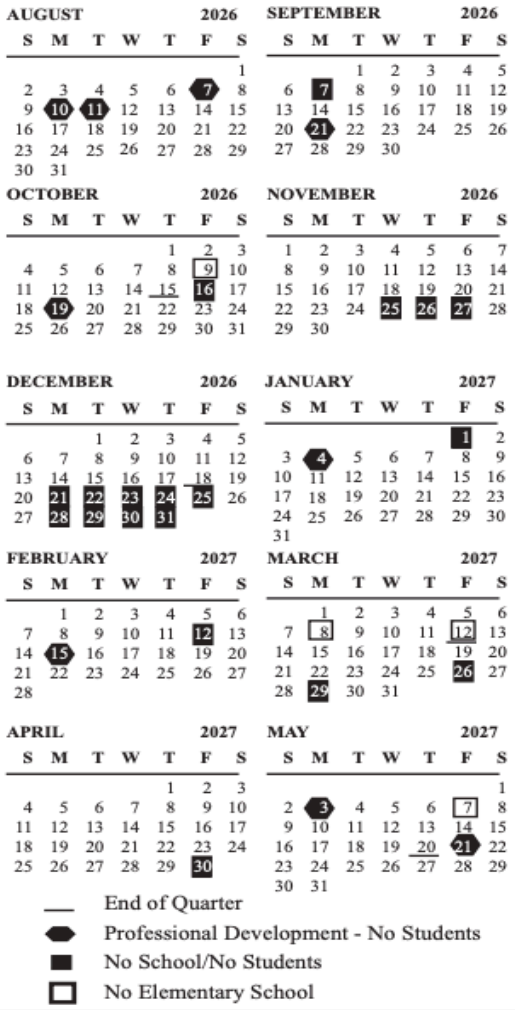
MARCH
8 Elementary Planning Day - No Elem. Students
12 End of 3rd Quarter - 47 Days
12 No Elementary School
26-29 No School--Spring Break

APRIL
30 No School

MAY
3 Professional Development Day - No Students
7 Elementary Planning Day - No Elem. Students
16 Graduation
20 Last Day Scheduled (subject to change) - 11:30 Dismissal
End of 4th Quarter - 42 Days
21 Professional Development Day
31 Memorial Day

PARENTS - PLEASE READ BELOW
* Three snow days are built into the school calendar. If we have less than three snow days the last day of school will be moved to an earlier date by the number of days not used (Example- we use 2 snow days our last day of school will be 1 day earlier).





Visit the school district website for calendar event information at: **www.sewardpublicschools.org**

Parent-Teacher Conferences

High School - 5:30 to 7:30 PM

Wed., Sept.16	Wed., Nov. 11
Wed., Feb. 3	Wed., April 7

Middle School - 4:00 to 8:00 PM

Tues., Oct. 20	- Grade 5 Only
Thurs., Oct. 22	- Grades 5-8
Thurs., Feb. 18	- Grades 5-8

Elementary School - 4:00 to 8:00 PM

Mon., Oct. 12	Tues., Oct. 13
Mon., March 8	Tues., March 9

Mission and Goals

Section 1 School Mission Statement

Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.

Section 2 Mutual Respect

Seward High School expects every staff member and student to be treated with respect and dignity. A show of disrespect in words or actions by a student towards a staff member or insubordination on the part of the students will not be tolerated.

Section 3 Complaint Procedures

Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, a complainant should follow the procedures set forth below:

1.The first step is for the complainant to speak directly to the person with whom he or she is dissatisfied, or to who is responsible for the practice or regulation with which he or she is dissatisfied. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher.

2. The second step is for the complainant to speak to the building principal, superintendent of schools, or president of the board of education, as set forth below.

a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

b) Complaints about the operations of the school district or a building principal should be submitted to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted to the president of the board of education.

3. When a complainant submits a complaint to an administrator, the administrator shall:

a) Determine whether the complainant has discussed the matter with the staff member involved.

i) If the complainant has not, the administrator will urge the complainant to discuss the matter directly with that staff member.

ii) If the complainant refuses to discuss the matter with the staff member, the administrator shall, in his or her sole discretion, determine whether the complaint should be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant to determine:

i) All relevant details of the complaint;

ii) All witnesses and documents which the complainant believes support the complaint;

iii) The action or solution which the complainant seeks.

d) Respond to the complainant.

4. A complainant who is not satisfied with the building principal's decision regarding a complaint may appeal the decision to the superintendent.

a) This appeal must be in writing.

b) The superintendent will investigate as he or she deems appropriate.

c) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision.

5. A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.

a) This appeal must be in writing.

b) The board may, but is not required to, receive statements from interested parties and witnesses relevant to the complaint appeal.

c) The board will notify the complainant in writing of its decision.

d) There is no appeal from a decision of the board.

6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall:

a) Determine whether the complainant has discussed the matter with the superintendent.

i) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent.

ii) If the complainant refuses to discuss the matter with the superintendent, the board president may encourage the complainant to reduce his or her concerns to writing.

iii) The board president, in his or her sole discretion, may determine whether the complaint should be placed on a future board meeting agenda to be discussed by the entire board in executive session.

Section 4 Surveys

School personnel rarely administer surveys of students. In the event that an external survey is conducted, the Principal or designee shall notify parents/legal guardians of students to be surveyed; the nature of the survey, the date and time when the survey shall be administered, and the purposes or uses for the survey results. School officials shall honor any parental/legal guardian's request to have his/her student exempt from participation in the survey.

School Day

Section 1 Bell Schedules For High School

Regular Day
1st Period 8:15 - 8:59 & 9:01 -9:45
2nd Period 9:50 - 11:17
3rd Period 11:17 - 1:17 (11:17-11:47-11:47-12:17, 12:17-12:47, 12:47-1:17)
4th Period 1:22 - 2:49
5th Period 2:54 – 3:37

2 Hour Late Start
1st Period 10:15 – 10:49 & 10:51 - 11:25
3rd Period 11:29 – 1:00 (11:29-11:52, 11:52-12:15, 12:15-12:37, 12:37-1:00)
2nd Period 1:03 – 2:03
4th Period 2:07 – 3:07
5th Period 3:11 - 3:37

1:30 Dismissal
1st Period 8:15 – 8:47 & 8:49–9:20
2nd Period 9:24 - 10:25
3rd Period 10:29 - 12:00 (10:29-10:52, 10:52-11:15, 11:15-11:37, 11:37-12:00)
4th Period 12:03 – 1:02
5th Period 1:06 – 1:30

11:30 Dismissal
1st Period 8:15 – 8:42 & 8:44 – 9:10
2nd Period 9:15 - 9:45
3rd Period 9:50 – 10:20 (no lunch)
4th Period 10:25 – 10:55
5th Period 11:00 - 11:30

PLC Day Schedule
STAFF PLC TIME 7:45- 8:30 (Students to Gym/Theatre from 8:15-8:30)
1st Period 8:35- 9:17 & 9:19- 10:00
2nd Period 10:05- 11:30
3rd Period 11:30- 1:20
Lunch Shifts(11:30-11:58, 11:58- 12:26, 12:26- 12:53, 12:53- 1:20)
4th Period 1:25- 2:50
5th Period 2:55- 3:37

Section 2 Severe Weather and School Cancellations

The superintendent of schools is authorized by the board of education to close public schools in case of severe weather. Representatives of the superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations.

Decision to Close Schools

A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9pm for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services (such as bus transportation and school activities) may be canceled. Parents may also sign up to receive Bluejay Alerts via phone and email.

After School Starts

Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given to parents. If school is closed during the day, the notice will be broadcast by the media and **parents should have a plan in place to accommodate these circumstances.**

Parental Decisions

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather at any time during the school day.

What Not To Do

Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather. Every effort will be made to provide accurate and timely information through the media.

Emergency Conditions

Seward Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year.

In a crisis situation, personnel in charge of the building will determine the appropriate level of lockdown if a lockdown is necessary. **In certain situations, parents may not be allowed to enter the building and/or pick up their children.**

Section 3 Closed Campus

All students are required to remain on campus and in the building during the school day, including lunch. Exceptions are made for students attending college classes or leaving for work experience. School will not accept DoorDash or any other food delivery service during the school day.

Section 4 Identification Cards

Identification cards will be issued at the beginning of each school year. All students will be required to carry identification cards on their person during the school day and at all school activities. Students must be able to produce them upon the request of a school official. A five dollar ($5.00) fee will be charged for lost or stolen ID cards.

Use of Building and Grounds

Section 1 Entering and Leaving the Building

Beginning of School: Students should not be on school grounds prior to 7:45 am. Students participating in Marching Band, Choir, Club/Activity meetings will be added to an "Early Entry" list that is monitored in the main high school office. Students needing to see a teacher before school need to make arrangements with that teacher to be placed on the " Early Entry" list in the office to enter the building prior to 7:45am.

During the School Day: Students are to remain on campus unless excused in accordance with school policies. Upon returning to school during the day, students are to report to the school office.

End of School: Our regular school day ends at 3:37 pm. Make-up work, special help, assignment after school, club meetings, and other school activities begin immediately after school. It is important that students who are involved in any of these activities report to the designated area on time. All other students should leave the building as soon as possible.

Section 2 Visitors

Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities. (Board Policy 5018)

a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, is the sole discretion of the building principal.

b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.

All visitors must report to the office upon entering the school to sign in and to receive a visitor's pass. Various limitations apply such as length of stay, days allowed and access to the classrooms. All visitors must sign out in the office upon exiting the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administrators.

Students may request to bring an "outside date or guest" to a school activity such as a dance. However, the administration has the final authority to approve or deny any such request for any reason. Forms are available in the office.

Section 3 Smoke/Electronic Nicotine Delivery Systems or Products-Free Building

The use of tobacco/**electronic nicotine delivery systems or products** is prohibited in all school buildings and all school vehicles. Smoking/**electronic nicotine delivery systems or products** shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

Section 4 Care of School Property

Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. School-issued items that are stolen or damaged are the responsibility of the student to whom they are issued. Students must pay all fines before they can receive school publications such as transcripts and report cards.

Students, who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

Section 5 Lockers and Backpacks

Students should not share a locker with other students since they are responsible for the contents and cleanliness of their locker. Students may be assessed a fine for damage to lockers. Book bags and/or gym bags may be brought into the building, but are prohibited in classrooms. Book bags, backpacks, gym bags, purses, etc. are to be kept in a student's assigned locker. Students are not to leave their books/bookbags/backpacks/gym bags in the hallway or in the office. School officials may inspect lockers/bags without any particular suspicion or reasonable cause. Students must use school issued padlocks unless stated otherwise in an IEP or 504 plan.

Section 6 Use of Surveillance and Searches

The board of education has authorized the use of video cameras on school district property to ensure the health, welfare and safety of all staff, students, and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the superintendent.

Notice is hereby given that video surveillance may occur on district property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

The school owns and exercises exclusive control over the student lockers, desks, computer equipment and other such school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches (including the use of a police dog) of lockers, desks, computers and other such property may be conducted at the discretion of the administration.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as possible.
3. Items that have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

Section 7 Use of Telephone

Use of the office phone will be allowed in an emergency or when a student is ill. It may be allowed in other circumstances at the discretion of the office staff. However, the office phone is NOT to be used during class time and use of the phone is not an excuse to be tardy.

Section 8 Bicycles

Bicycles must be parked in the racks provided and shall be equipped with locks. The school is not responsible for damage or theft of parts while bicycles are on school property.

Section 9 Vehicles

Vehicles must be parked in designated areas. Vehicle related violations may result in loss of privilege of driving or parking on school property. Students are required to register their vehicles in the High School Office. Students are not to loiter in the parking lot during non-school hours.

Section 10 Student Valuables

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary safe-keeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft or damage.

Section 11 Lost and Found

Students who find lost articles are asked to take them to the office so the owner can claim the articles. If articles are lost at school, report that loss to office personnel.

Section 12 Accidents

Every accident in the school building, on the school grounds, at practice sessions or at any athletic event sponsored by the school must be reported immediately to a school administrator.

Section 13 Laboratory Safety Glasses and Safety Equipment

As required by law, approved safety glasses and safety equipment will be required of every student, teacher and visitor while participating in or observing vocational, technical, industrial technology, science and art classes when the risk of potential injury is present.

Section 14 Insurance

Under Nebraska law, the district may not use school funds to provide general student accident or athletic insurance. The district encourages all student participants in athletic programs to have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The district does not make recommendations, nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office.

Section 15 Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the principal's office. Posters are not to be attached to any painted wall surfaces. Posters/Signs only can be posted on hallway bulletin boards. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Section 16 Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing coursework, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news, reporting, teaching (including multiple copies for classroom use), scholarship or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
2. The nature of the copyrighted work
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole.
4. The effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are questions regarding what may be copied.

Section 17 Non-Curriculum Student Clubs

1. Application Process
    - Name, Purpose, and Proposed Activities of the Group
        - Name of student representative authorized to submit an application
        - Who will be responsible for damages to District property,
        - Who will be the liaison for communication with school staff
    - The student(s) requesting the club will seek out a member of the staff willing to serve as a supervisor.
        - The staff supervisor will not help plan or run the club;
        - They strictly agree to provide supervision when students meet.
        - Building administration will approve the district employee who will serve as the supervisor for each meeting.
    - Must submit the Student Application for Approval at least 3 days prior to the first meeting and must re-submit an application annually.
        - If the application is approved, the building administrator shall designate and assign the room(s) to be used for student group meetings.

2. Communication of Meetings
    - Non-curriculum related secondary school student groups may use designated bulletin boards, announcements, etc. for notices of their meetings. All electronic or written notices will include this standardized statement: “Non-Curriculum Related Student-Led Group-This Club is not Sponsored by the District or School. Any Staff Member’s Role is Solely Supervisory.”
3. Rules for Governing Meetings
    - Meetings must be held outside of normal instructional time.
    - Participation in meetings is voluntary.
    - Non-school people may not direct, conduct, control, or attend the meetings.
    - The staff supervisor will not help plan or run the group.
    - They may not participate in any discussion or activity; they are strictly agreeing to provide supervision when students meet.

Attendance and Participation

Section 1 Attendance Policy

Regular and punctual student attendance is required by school board policy 5001 and state law. The administration is responsible for developing further attendance requirements and regulations consistent with board policy. Students must be enrolled on a full-time basis. Exceptions are permitted only per board policy and state law. The responsibility for attendance rests mainly with the students and his/her parents. However, if that responsibility is not assumed by the student and parents, the school will enforce the attendance laws of the State of Nebraska. Parents are asked to cooperate with the school to reduce the number of absences.

Section 2 Attendance Procedures and Absences

Required Attendance
Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to regularly attend a public or private school unless the child has graduated from high school or has been disenrolled by the child's parent or guardian.

Mandatory Attendance Age
All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned 18 years of age are of mandatory attendance age.

Exceptions for 16-17 Year Old Students
This policy does not apply to students who have reached age 16 but not yet turned 18 when (1) the services or earnings of a child are necessary for their own support or the support of those actually dependent upon him or her; or (2) when illness makes attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing enrollment
The board will allow any person with legal or actual charge or control of a child who is younger than seven years of age or who is at least 16 years of age to disenroll the child only as permitted by state law. The person seeking to discontinue the child's enrollment shall submit a signed affidavit to the superintendent using the forms provided by the district, and will complete all required disenrollment processes required by board policy, this handbook, and state law.

Attendance Officer
The superintendent is designated as the attendance officer for the district. The superintendent, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law and board policy relating to compulsory attendance. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Attendance Procedures

1. All absences known in advance must be reported by the parent/guardian to school personnel (doctor or dental appointments, court appearances, etc.).
2. When absences are not prearranged, the parent/guardian must call school office personnel **prior to the beginning of the school day**, stating the reason for the absence. The call must be made each day a student is absent, unless

other arrangements have been made, such as pre-arranged absences or an extended period of absence for the same cause. If notification is not made, school personnel will contact the parent/guardian. However, the best use of district resources is for parents to contact the school before a call is required to be made home. **Please call the High School Office at 402-643-2988 before 9:00 am to report a student absence.**

3. Absences not excused by a parent/guardian will be considered truancies with disciplinary consequences in accordance with the Student Behavior Code.
4. A note or call from home will be deemed excused or unexcused at the discretion of the administration.

Excused and Unexcused Absences.

An absence from school will be reported as: (1) an excused absence or (2) an unexcused absence.

1. Excused Absences: Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:

a. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
b. Severe weather
c. Medical appointments for the student
d. Death or serious illness of the student's family member
e. Attending a funeral, wedding or graduation
f. Appearance at court or for other legal matters
g. Observance of religious holidays of the student's own faith
h. College Visits (2 days maximum)-verification from college admissions office is required to be excused.
i. School sponsored activities which require students to be absent from school.
j. Personal/Family vacations/trips in which a student accompanies the parent(s)/legal guardian(s).
k. Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two (2) reasons, depending on circumstances such as the student's absence record, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip. Students will be expected to notify teachers in advance, collect work and be complete upon return. As a general rule, students will NOT be excused for family trips within the last five (5) school days of a term.

2. Truant/Unexcused Absences: An absence, which is not excused, is unexcused. Parents are required to call school regarding a student's absence by 9:00 a.m., providing the reason for the absence. Failure to provide a reason for the absence will result in that absence being counted as unexcused, which may result in the student being considered truant as per state law (UNeb. Rev. Stat.U 79-201). It is expected that parents will model honest behavior for their children. Students who are called in for typically excused reasons, but who are found by the principal or other school official not to be in accord with the expectations of that excuse will be counted as an unexcused absence, regardless of the parents' stated reason. If a student's absence is unexcused, truant, or unaccounted, the student will receive zeros for any class work missed during the absence.

Excused/Unexcused Quick Reference Guide

Absent days that count against your 5	Absent days that don't count against your 5
• Personal Days • Vacations (without a prior conversation with Admin) • Illness without doctor's Note • Appointments - non-medical • Overslept • Truant / Unaccounted for absence • District Tournaments (Non Participant) • State tournament if not a participant or a Seward Team is not playing • Club Sports	• Illness / Appts with Doctors Note • School Activity • State Tournament if you play that sport for the whole season or an SHS team is in the tournament. • (2) College Visits (With documentation from College) • Funeral • Court / Probation • DMV • Religious Holidays

Excessive Absences: Notification and Collaborative Plan Process

Excessive absenteeism refers to any student that is absent 5 days or more per term. Such absences shall be determined on a per class basis. The following procedures will act as a guide for Seward High School to address excessive absenteeism.

A. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of the student.

B. One or more meetings between the school (school administrator/designee, and/or school counselor and/or social worker), the student, the student's parent/guardian when appropriate to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan/attendance contract to reduce barriers identified to improve regular attendance. The plan/contract shall consider, but not limited to:

1. Illness related to physical or behavioral health of the child
2. Educational counseling
3. Educational evaluation
4. Referral to community agencies for economic services
5. Family or individual counseling
6. Assisting the family in working with other community services.

C. If the parent/guardian refuses to participate or attend such a meeting the principal shall place documentation of such refusal in the student's attendance records.

D. Reporting Excessive Absenteeism to the County Attorney - The School may report to the county attorney of the county in which the person resides when the school efforts to address excessive absences, the collaborative plan/contract to reduce barriers identified to improve regular attendance have not been successful, and the student has accumulated more than twenty (20) absences per year.

1. The school will notify the student's family in writing prior to referring the child to the county attorney. When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer must file a report with the appropriate county attorney.

Excessive absences during the school year shall result in a review of the student's attendance profile by an administrator to determine further action, including monitoring future absences, parental notification, or a referral to an Attendance Committee, consisting of at least two faculty members, school nurse or counselor, assistant principal and principal. The committee will meet by appointment or as deemed appropriate at which time the student's total attendance record will be examined. The decision of the committee will be based on the justifiable reasons for absences as provided by the parent/guardian, excessiveness and necessity of the absences, and the total attendance record. Proper documentation such as physician notes are strongly encouraged. Action of the committee could include, but not be limited to, providing acceptable criteria for future absences, requiring the student to make up time, or loss of credits for the term, as determined by a majority vote of the committee members present at the meeting. The decision of the Attendance Committee may be appealed to the Superintendent of Schools.

Section 3 Tardiness

Punctuality is a good work habit! Being tardy is defined as arriving to class after the tardy bell has rung. A student detained by a teacher, a counselor, or administrator must bring verification. This verification will excuse the tardy.

1. When a student is tardy to class they will be required to serve a fifteen (15) minute detention after school that day. All teachers will adhere to this policy with no exceptions made for students who need to go to work, athletics, appointments, etc. Bus students will be required to attend the next morning.
2. Tardies will count in the overall attendance review process.

Section 5 Leaving School

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. Students who leave without permission and without signing out in the proper manner will be considered truant.

Section 6 Attendance is Required to Participate in Activities (Board Policy 6014)

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. This includes sports contests, practices and dances. Failure to attend on that day will result in a student being withheld from participation in the activity. The Principal or Activities Director retains the right to grant participation should exceptional circumstances prevail or the student has obtained prior permission from administration. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will be going home ill and then returning to play in the contest later that day.

Prom and Homecoming
A Student that has five (5) unexcused absences in the first term (defined above) will be ineligble for Homecoming.
A Student that has five (5) unexcused absences during the term of prom (defined above) will inelegible to attend Prom.
Honor Roll
A student with five (5) unexcused absences (defined above) per term, will not be eligible for the Honor Roll.

State Tournament
A student that completes a full season of their sport (JV/Varsity) and is in good standing with the team is allowed to attend a maximum of two (2) days of that sports state tournament without the absences counting against their five (5) days. Students must be in good academic standing and must have the Pre- Approval for Absence form completed prior to leaving school.

If SHS qualifies for state in an activity, students who want to attend and support SHS will need to get a form from the office and get approval from their teachers, parents, and administrators ahead of time. The administration will determine the amount of time that will be excused based on when SHS competes. **Failure to complete the form will result in an unexcused absence and no participation in extracurricular activities for that school day.** Students that complete the form will be granted an excused absence and allowed to participate in extracurricular activities for the day.

Section 7 P.E. and Sports Participation

If a student is injured in P.E. or sports practice, he or she needs to alert the teacher or coach so the staff member can complete an accident report.

If a student receives a note from medical personnel indicating they are injured, the student may not participate in P.E. or sports until they receive medical clearance. The school district will need a copy of the release prior to the student returning to P.E. or sports practice.

If a student has a minor injury that does not require medical attention, a parent may excuse their child from P.E. or sports practice for a maximum of two (2) days. The school district will need a note from the parent or the child will be expected to participate.

Section 8 Make-up Work

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not complete, students will receive no credit for the work required. The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignments will be sent for extended absences such as hospitalization or prolonged illnesses. Students will be allowed twice the amount of time missed during an absence (no credit and truant absences excluded) to make up schoolwork that was missed due to illness, illness in the family, death in the family, medical appointments, or emergency situations when a student is needed at home. Work assigned prior to an absence is expected to be completed on time. Students who miss four or more consecutive days due to illness, need to bring a doctor's note prior to returning to school. Students who will be absent two or more days are expected to contact their teachers via Canvas or Email for their assignments and materials.

Students who will be absent for a school activity should make arrangements with their teachers prior to the absence.

Section 9 Transferring from Seward High School:

If a student should find it necessary to withdraw from school, it is very important that they secure a checkout form from the principal's office and have it signed by all of their teachers and parent/guardian. The slip is to be returned to the office after all individuals have signed it. Failure to check out of school in this manner will cause records to remain incomplete, making it impossible to send credits to another school

Section 10 Withdrawal from School:

A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation must have an exit interview with the superintendent's designee. Any withdrawal form signed by the person making the written request shall be valid only if the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance impossible. The superintendent's designee signs the form that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent's designee the person making the written request does in fact have legal guardianship and the child is experiencing either financial hardship requiring the child to be employed to support the child's family or one or more dependents of the child or an illness making attendance impossible or impracticable. (Nebraska law 79-202)

Scholastic Achievement

Section 1 Grading System

Seward High School will use the letter grading system as follows:

Letter Grade Percentage

Grade Earned	Non-Weighted	Weighted	Percentage Ranges
A+	4.0	5.0	98-100
A	4.0	5.0	95-97
A-	3.667	4.667	93-94
B+	3.333	4.333	91-92
B	3.0	4.0	88-90
B-	2.667	3.667	86-87
C+	2.333	3.333	84-85
C	2.0	3.0	80-83
C-	1.667	2.667	78-79
D+	1.333	2.333	76-77
D	1.0	2.0	72-75
D-	.667	1.667	70-71
F	0	0	0-69

Each teacher should define for students the grading procedures to be used in their classes.

Section 2 Graduation Requirements

The district shall conduct a commencement ceremony for members of the senior class at the end of the school year. Participation in the ceremony is a privilege, not a right, and the superintendent or his/her designee may prohibit students who have violated conduct rules from participating in the ceremony as a consequence for the misconduct.

Only those students who have completed all graduation requirements (i.e., completed the required coursework or achieved the goals set in the student's individual education plan) will be allowed to participate in commencement exercises.

Students who graduate from the School District of Seward must accumulate 235 hours. The total graduation requirements must include the following core curriculum:

Language Arts -- 40 hours
Speech - 5 hours
Mathematics - 30 hours
Social Science - 30 hours
Science - 30 hours
Personal Finance - 5 hours
Physical Education & Health - 15 hours
Technology - 5 hours

Vocational - 5 hours
Fine Arts or Foreign Language - 5 hours
Electives - 65 hours
Volunteer Service - 30 clock hours (see below)

The student handbook and registration book will list the core classes and the elective classes that are available and/or required.

Section 3 Community Service

At Seward High School, we believe each student should aspire toward personal excellence and responsible citizenship with community and family support. We believe that together families, schools, and communities can prepare students to develop life skills and achieve academic success. Students will be encouraged to complete at least 5 hours of community service each calendar year (August 1 - July 31) and required (per Board Policy 6006) to complete 30 hours of community service as a graduation requirement (August 1 of freshman year - Wednesday Week of Prom Senior Year).

(Beginning with the Class of 2027) Five of the 30 hours will need to be affiliated directly with Seward Public Schools Service. For example, Concessions, School Sanctioned Community Service Projects, Student Ambassadors, Class Projects such as decorating for dance, homecoming etc. Students will utilize the MobileServe system to record and track their hours, which will be verified and approved by administration. The majority of hours must be served in Seward County communities.

Hours to be served outside of Seward County must be pre-approved by administration. This system to enhance student learning will connect community and school to support the development of servant leaders.

Early Graduation Plan (Board Policy 6006)

The School District of Seward supports the concept of early completion as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion:

1.Students must meet all completion requirements established by the Board of Education in order to be eligible for early graduation as well as the credit hour requirements in each specific subject matter area.

2. A student who decides to opt for early graduation or completion is not eligible to participate in school sponsored activities following the last day they attend classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school activities that the applicant (non-alternative school) is eligible for will be the regularly scheduled graduation ceremony and the jr/sr prom.

3. This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

Senior Recognition

The school district will recognize the outstanding academic achievement of its graduating seniors in the following manner:

- Summa Cum Laude – A graduating senior with a cumulative G.P.A. of 4.0 or greater
- Magna Cum Laude – A graduating senior with a cumulative G.P.A. between 3.833 – 3.999
- Cum Laude – A graduating senior with a cumulative G.P.A. between 3.667 – 3.832

G.P.A. will be calculated on a numeric basis using a four-point scale. The formula to do so is as follows:

Mark points earned in a course multiplied by the number of potential credits towards graduation assigned to that particular course. The sum of this calculation for each course is then added up with all other courses attempted for that term (for honor roll purposes) or cumulative for overall GPA and is then divided by the total number of academic credits attempted for that term or cumulatively in order to calculate overall high school GPA.

The conversion table that will be used to associate classroom percentage grade performance with a particular letter grade and mark point value has been provided below.

Grade Earned	Non-Weighted	Weighted	Percentage Ranges
A+	4.0	5.0	98-100
A	4.0	5.0	95-97
A-	3.667	4.667	93-94
B+	3.333	4.333	91-92
B	3.0	4.0	88-90
B-	2.667	3.667	86-87
C+	2.333	3.333	84-85
C	2.0	3.0	80-83
C-	1.667	2.667	78-79
D+	1.333	2.333	76-77
D	1.0	2.0	72-75
D-	.667	1.667	70-71
F	0	0	0-69

The following Advanced Placement (A.P.) courses will be classified as weighted.

A.P Calculus	A.P. Statistics
A.P. Environmental Science	A.P. Biology
A.P. U.S. History	A.P. Human Geography
A.P. European History	A.P. Computer Science A
A.P. World History	A.P. Computer Science Principles
Other A.P. offerings may be added.	

The following courses will be excluded in the calculation of high school GPA:

- Courses completed by home-schooled students
- Correspondence courses completed at a non-accredited high school
- Non-credit earning courses
- “Pass” courses
- Aide assignments
- College classes that do not earn high school credit

Transfer Students

In an effort to provide all students with an equitable GPA calculation, the records of transfer students will be evaluated individually with each course grade being assigned the weight of its closest counterpart in the Seward High School registration guidebook. The goal of this process is to ensure equity and fairness

so that those transferring to Seward High School are given neither an advantage or disadvantage in the calculation of GPA.

Selection of Graduation Speakers

Students interested in representing their graduating class as speakers at graduation shall apply at the designated time during the second semester of their senior year. The application process will require a short written application along with a speaking trial. A faculty committee of three-to-five staff members appointed by the principal on an annual basis will select the graduation speakers based upon pre-selected criteria that consider both the content of the speech and the delivery. No faculty member with a conflict of interest will be selected to serve on the committee.

Section 4 Grade Placement

Subject to a determination on grade placement based on the criteria set forth below, a student transferring from an accredited school will generally be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

The appropriate level of placement for secondary students may be determined by, but not limited to, consideration of the following information:

Chronological age
Previous public school or private school experience
Standardized achievement test data
Criterion referenced test data
Final examination test data
Diagnostic test data

A student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to earn a high school diploma. Credits earned in grades 9-12 at an accredited school will be counted toward high school graduation requirements. Credits from a home school and/or a non-accredited school will not be counted toward high school graduation requirements.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a foreign country.

Section 5 Schedule Changes

Students needing schedule changes should notify their school counselor. The school counselor and all teachers involved must agree to all schedule changes. Due to the efforts in how we build the master schedule based upon student requests to maximize our staffing, schedule changes will be very limited. Students who drop a class or are removed per behavior after the first week of term will be given an Withdrawal/F on their transcript for the course. The principal reserves the right to make the final decision on all schedule changes and dropped course transcript grades.

Section 6 Report Cards

Report cards are issued at the end of the school year. Parents may request a hardcopy of their students report card after each term by contacting the SHS main office. Percent grades are used to designate a

student's progress. Incompletes shall be designated by an "I" for the term. Students have one (1) week after the end of the term to make up incomplete work if given an "I" for the term. Failure to do so may cause the grade to change to an "F" or "NC" (no credit). No incompletes will be given at the end of the fourth term, as all course work must be completed by the end of the fourth term.

Section 7 Parent-Teacher Conferences

Parent-Teacher conferences will be held once each term. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by contacting the school office and making arrangements with one or more teachers, as needed.

Section 8 Honor Roll

The purpose of the Honor Roll is to recognize those students who demonstrate academic excellence. The merit roll will be determined for 1st, 2nd, 3rd and 4th terms. Students will be recognized if they meet the following criteria:

1. Minimum G.P.A. of a 3.5 for the grading period (high school classes only).
2. No "C's" or below in any class.
3. No "N's" or "U's" on student citizenship. Citizenship grades will be determined based on the preparation, respect, integrity, dedication, effort scale.
4. Enrolled in a minimum of 10 high school credit hours for the grading period.
5. Honor Roll -A student with five (5) unexcused absences (defined in attendance section) will not be selected for the Honor Roll.

Honor Roll lists are published in the *Seward County Independent* each term.

Section 9 National Honor Society

The National Honor Society chapter of Seward High School is a duly chartered and affiliated chapter of this prestigious national organization.

Admission to the National Honor Society

Membership is open to those students who meet the required standards in four (4) areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a five (5) member Faculty Council, appointed by the principal, which bestows this honor upon qualified students on behalf of the faculty of our school each semester.

Students in the 10th, 11th, or 12th grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 3.5 or better on a 4.0 scale. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required.

To evaluate a candidate's character, the faculty council uses two forms of input: first, school disciplinary records are reviewed; second, members of the faculty are solicited for input regarding their professional reflections on a candidate's service activities, character, and leadership. These forms and the Student Activity Information Forms are carefully reviewed by the Faculty Council to determine membership. A majority vote of the council is

necessary for selection. The chapter adviser is a non-voting member of the Faculty Council. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings when and as scheduled and participation in the chapter service projects(s).

Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser, Mr. Chris Oerman.

Removal from National Honor Society

A student may be removed from the NHS by action of the Principal upon a determination by the Principal that the student:

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction;
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established at the discretion of the Superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the Superintendent on the appeal shall be final.

The National Honor Society chapter of Seward High School is a duly chartered and affiliated chapter of the prestigious national organization.

Section 11 Artificial Intelligence "AI"

A. Beliefs:
   1. We believe in the power of the human mind, and that AI should be a supplement to the authentic learning process.
   2. We believe in maintaining the confidentiality of staff/students while utilizing AI.
   3. We believe in transparency when using AI tools.
   4. We believe in developing AI literacy skills for ethical use by students and staff.

B. Philosophy
   1. AI is an integral part of society. SPS will utilize AI when it enhances teaching and learning to prepare students to be responsible, productive, contributing members of their community.

C. Acceptable Use for Students
   1. Brainstorming ideas and outlining work
   2. Organizing original thinking
   3. Creating study guides or other study resources
   4. Skill practice / self-tutoring
   5. Checking grammar and spelling after completing work
   6. Simplifying complex concepts for better understanding
   7. Asking for feedback on how to improve their work

8. Using AI as a support tool, then making their own revisions and final decisions

D. Unacceptable Use for Students

1. Submitting AI-generated work as their own
2. Using AI to generate answers for assignments
3. Using AI to complete tasks meant to demonstrate their own learning
4. Passive or “blind” use without thinking or engagement
5. Using AI for harassment, bullying, or inappropriate interactions
6. Using AI as a primary research source
7. Manipulating photos or videos in inappropriate ways
8. Using AI to summarize readings they were expected to complete themselves

Section 12 Academic Integrity

A. Policy Statement

Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student’s level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

B. Definitions

The following definitions provide a guide to the standards of academic integrity:

1. "Cheating" means intentionally to misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances

(1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formula in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.

(4) Use of Other Students to Take Tests. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(5) Misrepresenting the Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

(1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting the Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

"Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.
Plagiarism includes, but is not limited to:

(a)Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(c)"Contributing" to academic integrity violations means to participate or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

"Artificial intelligence tools" ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

“AI Tools” may provide valuable source information to students and teachers in relation to the school’s academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

(a)Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
(b)Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
(c) If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:

(1) The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the spcific AI Tool used.
(2) In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
(3) In no instance may the output from one or more AI Tools be copied and placed within a student’s work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.

A student’s failure to meet the requirements stated will constitute a violation of the district’s prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

C. Sanctions
The following sanctions will occur for academic integrity offenses:

1. Academic Sanction. The instructor will refuse to accept the student’s work in which the cheating or plagiarism took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.
2. Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student’s parents or guardian.
3. Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in a serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

Section 13 Transcripts

Students requesting transcripts must provide the office with a 24-hour notice. Students are responsible for making sure they have the necessary courses and credits to meet graduation requirements and college entrance requirements.

Section 14 Lunch Study Hall/After School Study Hall

Lunch Study Hall

To help all students achieve passing grades, students will be required to attend lunch study hall if they are failing a class. Students failing a course will be in lunch study hall starting with week 2 of the term. Students will be discharged from Lunch Study Hall as soon as they have a grade sheet signed by all teachers that they are passing their classes.

Lunch Study Hall rules:

- Phones will be turned in to the supervising teacher and put in the pouch.
- The student will come to lunch study hall prepared to work on their assignments.
- If students claim to be done with their work, they may read a book.
- Students must have grade sheets signed by all teachers to be dismissed from the lunch study hall.
- Students can only go through the line again when they return their trays.

Participation in Activities-After School Study Hall

To help build the complete student, students who are failing a course and are in athletics or any extracurricular activity will not be able to participate in games or practices. In place of practice, students will attend the after-school study hall from 3:45-4:45 and then report to practice to watch the remainder of practice to bring the student up to speed on what they missed during practice. As soon as the student passes,g they must get the grade sheet completed, signed, and turned in to the office and the head coach of the perspective sport.

Support Services

Section 1 Special Education Services

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

Students Who May Benefit
A student verified as having autism, emotional disturbance, deaf-blindness, developmental delay, hearing impairments,intellectual disabilities, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments need special education and related services.

How are Students With Disabilities Identified?
Referrals are made by teachers or parents to a Student Assistance Team. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

Independent Evaluation
If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation
Students identified for special education will be reevaluated at least every three (3) years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)
Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infants and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

Special Education Placement
The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be

achieved satisfactorily. Determination of a student's educational placement will be made by the IEP team.

Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Director of Special Services. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website: http://www.nde.state.ne.us/SPED/sped.html.

Section 2 Students with Disabilities: Section 504

Accommodations and related supports are made available to students with disabilities that impact major life activities under Section 504 of the Rehabilitation Act of 1973. Connecting with the student's assigned school counselor is the beginning step for formal consideration of a 504 plan.

Under Section 504, parents have the following rights:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
6. Have your child receive an individualized evaluation and receive specialized education services if your child is found eligible under Section 504.
7. Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.
8. Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.
9. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided students without a disability unless the fee would effectively deny you access to the records.
11. Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
13. File a local grievance in accordance with school policy.
14. Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

Section 3 School Counselor Services

Seward Public Schools employs counselor(s) for the purpose of assisting with the District's testing program, to assist with scheduling and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

Section 4 Health Services

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice (see "Guidelines for Head Lice" below), or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves.

Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health-related information you feel is important for your student's success in the classroom and/or safety at school.

Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that your child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office. If your child has asthma or diabetes and is capable of self-managing their health condition, contact the health office to develop a self-management plan.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All prescription medications also require a physician's authorization to be given at school. Prescription medications that are to be given for a period longer than two weeks need to have a written prescription from the prescribing doctor on file in the nurse's office (e.g. inhalers, ADHD meds given at school, etc).

School Health Screening

Among the health services and vision screening (distance) provided for students by the Seward School District are screening tests for vision, dental, and hearing. Hearing tests are given to students in tenth grade, and to new students and those who have had previous hearing losses. Dental screenings are completed each year in tenth grade except for those students who have evidence of having been seen by a dentist within the preceding six (6) months. Weight/height status along with a body mass index percentile is done in tenth grade. Students entering the SCIP process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

These screenings are for the purpose of detecting major dental, vision, and hearing problems, which are apparent and are not intended to substitute for a thorough doctor examination. Parents/guardians are notified if the screenings indicate the potential for any type of problem. School personnel do not diagnose health problems. If health problems are detected, parents/guardians are then encouraged to consult their family medical specialist, but the schools cannot assume the cost of the medical specialist's.

See the chart below for the most recent school immunization rules and regulations provided by the Nebraska Department of Health and Human Services.

Summary of the School Immunization Rules and Regulations

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. . For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: http://dhhs.ne.gov/Pages/reg_t173.aspx (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)
Updated 01/26/2018

Physical and Visual Examination

Evidence of a physical examination and a visual evaluation is required in the case of transfer from out of state, to any other grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the forgoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in school health offices.

Unimmunized students may be excluded from school in the event of a disease outbreak.

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be provided within 30 days of enrollment of a student in school for the first time. You may obtain a certified copy from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event a child has two (2) cases of live lice in a semester, the child will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice*.
3. A child who is sent home from school for head lice should miss no more than two (2) school days.
4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
7. Classroom-wide or school-wide head checks will be conducted as needed in order to control the condition at school.

*Nit removal will be emphasized for effective management of the condition. For more information call the nurse at your child's school.

Section 5 Transportation Services

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses.

Behavior on School Buses

General Conduct Rules Apply: While riding school buses you are expected to follow the same student conduct rules which apply when you are on school property or attending school activities, functions or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.

Special Conduct Rules for Riding School Buses:

A. Rules for Getting On and Off the Bus
   1. Be on time to be picked up. As a general rule, get to your bus stop five (5) minutes before your scheduled pick up time. If you miss the bus, immediately return to your home and tell your parents so they can get you to school.
   2. While waiting for the bus, stay at least five (5) feet away from the street, road or highway. Wait until the bus comes to a complete stop before approaching the bus.
   3. You may exit the bus only at your approved destination (your school or your approved bus stop). Exit the bus as directed by the driver. Do not run.
   4. If you must cross the street after exiting the bus, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

B. Rules on the Bus
   1. Be respectful of the bus driver. Immediately follow all directions of the driver and any paraeducator or adult on the bus.

2. Sit in your seat facing forward. Use seat belts in vehicles in which they are available.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs and belongings to yourself.
6. No fighting, harassment, bullying, intimidation or horseplay.
7. Do not throw any object.
8. No eating, drinking, use of tobacco, alcohol, drugs or flammables.
9. Do not bring any weapon (real or imitation) or dangerous objects on the school bus.
10. Do not damage the school bus.

Getting the Driver's Assistance: If you need assistance from the driver, wait until the bus is at a full stop. If you are close enough, tell the driver what you need. If you are too far away for the driver to hear you, ask a student in front of you to get the driver's attention. If necessary, walk up to the driver, while the bus is at a full stop. If you need immediate assistance for an emergency, take all action needed to safely get the help of the driver.

Consequences for Rule Violations: Consequences for school bus misconduct may include restriction or suspension of bus privileges and other disciplinary measures, up to and including expulsion from school.

Section 6 Admission Requirements/Exempt Students (Board Policy 5003)

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy; approved as a foreign exchange students pursuant to policy; or
- legal residents of a district that has contracted with this district for their educational services.
- statutorily entitled to attend the schools of the district on a part-time basis subject to this policy and the regulations of the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation.

Part-Time Enrollment of Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable regulations when appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an **exempt school student** or an **exempt school**, respectively— commonly referred to as a home school).

Application for Enrollment

The parent or guardian of an exempt school student who is of appropriate age to attend school, resides in the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet admission requirements and file an application for enrollment on forms provided by the school district by June 1 of the year of enrollment. For second semester high school courses, the application must be filed by November 1. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the

application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

Capacity

The enrollment of exempt school students is subject to the capacity limitations established by the district for grades, classes, courses, and programs. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students

Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors

Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules

Exempt school students are subject to all rules and regulations of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities

Exempted school students may not participate in extracurricular sports and activities; provided, they may participate in activities that are part of the school district curriculum (e.g. band performance). Exempt school students who ~~s~~atisfy the eligibility requirements of the district and the Nebraska School Activities Association, where applicable, may participate in extracurricular sports and activities.

Transportation

Exempt school students are not entitled to transportation or reimbursement for transportation.

Birth Certificate, Physical, Visual Evaluation and Immunization

The parents or legal guardians shall furnish:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced.
2. Evidence of a physical examination by a physician, physician assistant, or nurse

practitioner, within six (6) months prior to entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation by a physician, physician assistant, an advanced practice registered nurse, or an optometrist, within six (6) months prior to entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (Chicken Pox) and Haemophilus Influenzae type B (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a refusal of immunization for medical reasons signed by a physician or refusal for religious reasons affidavit signed by a notary public.

The superintendent or superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and the right to submit affidavits or statements to object to the requirements, as applicable. The superintendent or superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced –cost visual evaluation for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students
If a student has been expelled from any public school district in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the school board of this district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the school board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits place on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Section 7 Positive Behavior Intervention & Supports (PBIS)

In order to ensure a safe learning environment for all students, the school staff is committed to the following:

- Using a positive, preventative and educational approach to student behavior.
- Having a plan with clear direction for staff
- Explicitly teaching student behavior expectations
- Empowering all staff to implement the plan

- Having students taking responsibility for their own behavior
- Using natural and logical consequences when behavior problems occur
- Seeking parent support for appropriate student conduct and disciplinary procedures

In order to carry out the philosophy and beliefs stated above, our school has chosen to implement the Positive Behavior Support (PBIS) model. PBIS is a program designed to build a more positive school-wide atmosphere. The ultimate goal is to teach students to be self-managers, who encourage and challenge each other to higher behavioral and academic standards. This is accomplished through the use of clear expectations which are explicitly taught, regularly acknowledged and fairly corrected. Students are "set up" for success in school.

Section 8 Multi Tiered Student Support Services (MTSS)

MTSS Team

The staff of Seward High School recognizes that students can have experiences that may affect their academic and social life. The primary goal of the MTSS Team is preventative in nature designed to help students before their experiences become overwhelming. Experiences may include:

Depression	Dropping Out
Students Not Living at Home	Abuse
Divorce	Time Management
Eating Disorders	Suicide
Self Esteem	Test Anxiety
Death	Under Achievement
Single Parent Families	Failing Grades
Absenteeism/Tardiness	

Students in need of information or help may be referred by various concerned individuals including: self, peers, family, or school staff. Referral forms can be obtained from any staff member (which will include cooks, custodian staff, secretaries, library aides, coaches, teachers, or administrators). Completed forms can be returned to any staff member or the MTSS team leader. After the referral, information will be gathered to help identify the problem(s) the student is experiencing. The MTSS team will then meet to formulate an appropriate plan of action.

Once a problem has been identified and the extent of the problem is known, the student will be encouraged to accept the needed help. Team members will help students consider possible options and encourage them to make decisions that will resolve their problem in a positive way. At some level parents may be involved in the process.

The next step involves providing help for the student. The assistance recommended will vary with the type and severity of the problem. Finally, student assistance programs will provide support for students as they make adjustments in their lifestyles and seek to make appropriate life decisions. In cases of extreme physical, mental, or family circumstances, the MTSS team may elect to allow students to have a schedule that deviates from the listed requirements.

Section 9 Credit Recovery Program

Philosophy:

All students at the Credit Recovery Program (CRP) will be provided an opportunity and will be encouraged to grow socially and academically in a positive and challenging environment.

Introduction:

The CRP is an alternative education program provided by the School District of Seward located within Seward High School. The major emphasis of the program is to provide a self-paced educational setting where individual students can earn a diploma while working through a more individualized program of study. Students are expected to attend school and to display appropriate behaviors at all times. Students are expected to follow all rules and policies of conduct stated in the School District of Seward Student-Parent Handbook.

Student Eligibility/Application Process:

Students in grade 9 through 12(preference is given to 11th and 12th grade) are eligible for the program and must be referred by a building administrator (9th and 10th graders will need to show extenuating circumstances to be admitted). For special education students being referred to the program, an individual education plan (IEP) team will meet to consider the reasons for referral, and will make the decision if the referral is appropriate. Some students may be referred to CRP as a mandatory change of placement due to behavior offenses in the regular classroom or excessive absences or being deficent of their credits.

Application Procedure:

Students must complete an application with their parents or guardians. Completing the application process is the first step between the student and school to work together to have a successful educational experience. Application is made by contacting the appropriate school counselor. Mandatory reassigned students to the CRP do not need to complete the application.

Selection Criteria:

Determining factors in the selection process are:

A. Students:

1. Attendance – Students must be able to commit to attending daily. Poor attendance/tardiness will result in students being dismissed from the program.
2. Ability to meet graduation requirements – Students must be able to achieve graduation as established by the Board of Education. Students that are not trying in the CRP will be removed from the program.
3. Ability to work independently – In order to accomplish the goals of our program, students need to demonstrate the ability to work independently. This includes being able to set daily, weekly, and long term goals by using the EDGENUITY online curriculum and being able to achieve these goals.

B. Parents and students are motivated and committed to student success.

C. Parents and students are willing to communicate with the school about individual needs of the family.

D. Parents support both the student and the school by:

1. Providing a quiet study environment nightly in the home
2. Attending parent/teacher conferences
3. Communicating with CRP staff
4. Reviewing this handbook with the student

Acceptance:

Acceptance is based on the willingness of the student and parent/guardian to adhere strictly to the regulations established regarding building rules, student behavior, and especially classroom expectations. SHS school administrators evaluate all applications and will make all final decisions in acceptance and removal of all students into the program.

Daily Schedules:

Students will be placed into four required courses needed for graduation. Students need to make daily gains in each of their enrolled classes. Daily gains must include completing at least three full lessons in each of their four

classes. Outside of school time, the program can be worked on at home up to the tests. Tests must be monitored in the school setting.

Students may apply for the work program which allows students to leave school at 11:17 am in order to get to work during the day. Seventy-five hours of verified work will count for 5 credit hours. Work hours will need to be verified with the CRP coordinator via a pay stub when 75 hours of work is reached. School academic needs are the priority over work time.

Incentive Program for Juniors and Seniors:
Students may leave school earlyby 2:00 pm, if they meet their specific daily requirements in ALL enrolled classes. The Credit Recovery instructor will set the specific requirements and be in good standing for the day with the office. All fees must also be paid to participate in the program.

- Students may work at home on school work. Unit tests and final tests must be completed at school.
- If a senior is down to two classes for graduation, they can leave when their requirements are met for the day but no earlier than 1:30.
- If the student is down to one class the student must stay ahead of the suggessted pace of the class.

Graduation:
If a student acquires more than 30 credits from the Credit Recovery School or finishes high school in the Credit Recovery Program, they will not be allowed to participate in Graduation, Prom, Homecoming, or any other school-sponsored event.

Exceptions:
Freshmen and Sophomore students will NOT be eligible for the incentive program. Students who miss a school day during the week may not leave school early the next day. For example, if a student misses school on Monday for any reason other than a school event, they cannot leave early on Tuesday. If a student is in the work experience program, they are not eligible. They already have a shortened day. The earliest a student may leave is 2:00 pm. Students must stay in school the entire day on any abbreviated schedule. If a student is tardy to school, they must serve their detention for the time they were late, starting at 2:00.

School Activities:

A. In order for a student in the CRP to be eligible for sports or other school activities they must be enrolled in at least one in-person class and three online classes per term. Students must stay on pace with the curriculum pacing guide to be eliglibe for their sport or activity.
B. Students playing a sport may not enroll into the incentive program.

Drugs, Alcohol, Tobacco, and Electronic Nicotine Delivery Systems or Products

Section 1 Drug-Free Schools

The district implements regulations and practices that will ensure compliance with the Federal Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The district's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention
This district promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this school district. Further, this district will have proper in-service orientation and training for all employed staff.

Drug and Alcohol Use and Prevention
By this handbook, each student of the district is hereby provided a copy of the standards of conduct for student behavior in the district which prohibit the unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as part of any of the school's activities.

Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations
All students are provided age appropriate, developmentally based drug and alcohol education and prevention programs for all students of the schools. It shall be the policy of the district to require instruction at such grade level concerning the adverse effects resulting from the use of illicit drugs and alcohol. Such instruction shall be designed by affected classroom teachers or as otherwise directed by the board to be appropriate to the age of the student exposed to such instruction. One of the primary objectives shall be the prevention of illicit drug and alcohol use by students. It shall further be the policy of the district to encourage the use of outside resource personnel such as law enforcement officers, medical personnel and experts on the subject of drug and alcohol abuse, so that its economic, social, educational and physiological consequences may be made known to the students of the district.

It shall further be the policy of the district, through the instruction earlier herein referred to, as well as by information and consistent enforcement of the board's policy pertaining to students conduct as it related to the use of illicit drugs and the unlawful possession and use of alcohol, that drug and alcohol abuse is wrong and is harmful to the student and the district, and its programs.

Drug and Alcohol Counseling, Rehabilitation and Reentry Programs
All students shall be provided information concerning available drug and alcohol counseling, rehabilitation and re-entry programs within sixty (60) miles of the administrative offices of the district or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the district upon request of the school counselor.

In the event of disciplinary proceedings against any student for any district policy pertaining to the prohibition against unlawful possession, use or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and their parents or guardian concerning available drug and alcohol counseling, rehabilitation and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or guardian.

Standards of Student Conduct Pertaining to the Unlawful Possession, Use or Distribution of Illicit Drugs or Alcohol on School Premises or as a Part of Any of the School's Activities

(In addition to standards of student conduct elsewhere adopted by board policy or administrative regulation to absolutely prohibit the unlawful possession, use or distribution of illicit drugs or alcohol on school premises or as a part of any of the school's activities.) This shall include such unlawful possession, use or distribution of illicit drugs and alcohol by any student of the district during regular school hours or after school hours at school sponsored activities on school premises, at school-sponsored activities off school premises.

Conduct prohibited at places and activities as hereinabove shall include, but not be limited to, the following:

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.

It shall further be the policy of the district that violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short-term suspension, long-term suspension, expulsion, and referral to appropriate authorities for criminal prosecution.

Drugs and Alcohol Prohibited – Standards of Conduct for Students

The manufacture, possession, selling, dispensing, use or being under the influence of alcohol or any alcoholic beverage or alcoholic liquor on school grounds, or during an educational function, event, or activity, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, and stimulant, or any depressant on school grounds, or during an educational function, event, or activity, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout and reproduction fluid on school grounds, or during an educational function, event, or activity, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use of any look-alike drug or look-alike controlled substance on school grounds, or during an educational function, event, or activity, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, or use of tobacco, tobacco look-alike products, or electronic nicotine delivery systems or products on school grounds, or during an educational function, event, or activity, or off school grounds if there is a substantial interference with school purposes, is prohibited.

Any prescription or non-prescription drug, medicine, vitamin or other chemical may not be taken unless authorized as stated in the next session on AUTHORIZED USE.

Authorized Use

Any student whose parent or guardian requests that he or she be given prescription or non-prescription medicine, drug, or vitamin shall provide signed permission by parent or physician.

Disciplinary Sanctions

1.Violation of this policy may result in suspension or expulsion. Prohibited substances will be confiscated and could be turned over to law enforcement authorities. The student may be referred for counseling or treatment. Parents or legal guardians will be notified.

2.If the student is observed to be violating this policy, the student will be escorted to the principal's office immediately, or if not feasible, the principal will be notified. The student's parents or legal guardian will be requested to pick up the student. If it appears there is imminent danger to other students, school personnel, or students involved, the principal, or such other personnel as authorized by the principal, may have the student removed by authorized medical or law enforcement personnel.

3. Parents and students shall be given a copy of the standards of conduct and disciplinary sanctions required and shall be notified that compliance with the standards of conduct is mandatory.

Intervention

The Seward Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Safe and Drug-Free Schools – Parental Notice

The handbook receipt shall also serve to demonstrate that you as parent or guardian of a student attending Seward Public Schools have received notice of the standards of conduct of this district expected of students concerning the absolute prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities as described in board policy or administrative regulation. This notice is being provided to you pursuant to the safe and drug-free schools law and 34 C.F.R. Part 86, both federal legal requirements for the district to obtain federal financial assistance. Your signature on the handbook receipt acknowledges that you and your child or children who are students attending this district fully understand the district's position absolutely prohibiting the unlawful possession, use, or distribution of illicit drugs and the possession, use, or distribution of alcohol or tobacco on school premises or as a part of the school's activities as herein above described and that compliance with these standards is mandatory. Any non-compliance with these standards can and will result in punitive measures being taken against any student failing to comply with these standards.

Students Rights, Conduct, Rules and Regulations

Section 1 Student Conduct-Discipline Policies/Procedures

The common goal of students, parents, faculty and administration of Seward High School is to maintain a school atmosphere that is conducive to learning. In order to achieve this, Seward High School will continue to review and distribute a set of reasonable and fair rules and policies.

Students who violate school rules will face disciplinary consequences up to and including expulsion from school. The code of conduct and procedure for imposing discipline on students is set forth in the student handbook. The board of education will not consider an appeal of any disciplinary sanction unless the student and his/her family have complied with the procedures set forth in the handbook.

Short-Term Suspension

The Principal or the Principal's designee may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who, in addition to the parent or guardian, is to attend the conference.

Long-Term Suspension

Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of more than five school days but less than twenty school days on (long-term suspension) the

conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district, and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The determination of whether the students' participation and conduct has been satisfactory or not shall be made by Principal or the Principal's designee.

4. **Students Subject to Juvenile or Court Probation.** Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

Other Forms of Student Discipline

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property or setting or attempting to set a fire;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
4. Threatening or intimidating any student or adult for the purpose of or with the intent of obtaining money or anything of value from such student;

5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon;
6. Engaging in the possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103 or being under the influence of a controlled substance or alcoholic liquor (note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor or smell of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);
7. Public indecency or sexual conduct;
8. Sexually assaulting or attempting to sexually assault any person. In addition, if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults, the student is subject to suspension, expulsion, or mandatory reassignment regardless of where the conduct took place. For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in sections 28-319 and 28-320, as such sections now provide or may hereafter from time to time be amended;
9. Truancy or failure to attend assigned classes or assigned activities;
10. Tardiness to school, assigned classes or assigned activities;
11. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
12. Dressing in a manner which is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distractive or indecent to the extent that it interferes with the learning and educational process.
13. Willfully violating the behavioral expectations for those students riding school district buses.
14. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
15. A repeated violation of any rules and standards validly established by the Board of Education or school officials if such violations constitute a substantial interference with school purposes. Those rules include:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process; (will follow policy 5031 and will use short term suspension as needed).
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of

form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

16. In addition, a student who engages in the following conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used

was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or,

b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

17. Firearms
    a. A student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one calendar year. The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing. The term "to school" or "at school" means on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event.
    b. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
        i. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
        ii. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
        iii. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such a plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
        iv. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

Reporting Student Law Violations:

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardians as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Seward Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
    a. Knowingly possessing illegal drugs, alcohol, tobacco and vapor products
    b. Assault
    c. Vandalism resulting in significant property damage

d. Theft of school or personal property of a significant nature
e. Automobile accident
f. Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent or guardian of the fact that the referral to legal authorities has been or will be made.

Due Process Procedure:
The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall file a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. If the Principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the themselves, other students, school employees, or school volunteers, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, the Principal may suspend the student until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the Superintendent.
3. The Principal or his or her designee shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion including a summary of the evidence.
    b. The penalties to which the student may be subjected and the penalty that the Principal, or his or her designee has recommended in the charge.
    c. A statement explaining the student's right to a hearing upon request on the specified charges.
    d. A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
    e. A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
    f. A form or a request for hearing to be signed by such parties and delivered to the Superintendent, the Principal or a designee in person or by registered or certified mail.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If the Superintendent, Principal, or designee has not received a request for hearing within five school days following receipt of the written notice, the Principal's recommended consequence shall automatically go into effect.

6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
8. If a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure:

1. **Hearing Officer.** The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
2. **Administrative Representative.** The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representatives may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. **Notice of Hearing.** If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
4. **Continuance.** Upon a written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. **Access to Records.** The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the school district at any reasonable time prior to the hearing.
6. **Hearing Procedure.** The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or

the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn therefrom. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if at the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.

7. **Availability of Witnesses.** The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.
8. **Record.** The proceedings of the hearing shall be recorded at the expense of the school district.
9. **Findings.** Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools their written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendations may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. **Review by Superintendent.** The Superintendent of schools shall review the findings and recommendations of the hearing officer and in their discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. **Notice of Determination.** Written notice of the findings and recommendations of the hearing officer and the Superintendent's determination shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the Superintendent's determination shall take immediate effect.
12. **Appeal to Board.** The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. **Review by Board of Education.** Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered

as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.

14. **Final Decision of Board of Education.** The final decision of the board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

Section 2 Disciplinary Point System – 100 Point Maximum per School Year

The purpose of the discipline point system is to:

1. Improve the educational environment for students, teachers, parents, and staff.
2. Inform students and parents of rules and policies
3. Record discipline violations in a systematic way

Parents and students must be made aware of any violation of school policies and procedures concerning behavior. Progressive discipline is based upon the belief that an individual does not have the right to infringe upon the rights of others. Also, all people concerned with the school have the responsibility of creating a positive learning environment. The vehicle used to implement the discipline system is a point system. Each student will begin with zero points at the beginning of the school year. Each discipline action will carry a point value. If 100 points are obtained before the end of the school year, then the student will be recommended for expulsion and due process will be followed. The length of suspension or expulsion will carry over into the next semester/year if the semester or school year ends before the suspension or expulsion has been served.

The following categories will be used as a guideline to determine consequences for student misconduct, however, not all behavior can be predicted and/or categorized; therefore, the administration reserves the right to handle situations on an individual basis.

State law gives the administration and teaching personnel in the school the responsibility of maintaining good order and discipline. Those in charge of the classrooms and activities may take such actions as are necessary regarding student behavior, including, but not limited to counseling, parent conferences, rearrangement of schedules, requirements that a student remain in school before or after regular hours to do additional work, requirements that a student receive certain counseling and restriction of extracurricular activities. In some disciplinary cases an audio recorder will be used. If a student is referred to the administration by reason of violating established rules and standards, one or more of the following forms of disciplinary action might be taken:

<u>DETENTION</u>

The administration/teaching staff as a corrective measure for infractions of school policy and behavioral problems assigns detention time. Students serving detention are expected to:

1. Check In phone to the Administrative Assistant on duty.
2. Report to the office/classroom immediately after school.
3. Bring adequate schoolwork and supplies to keep busy for the entire period.
4. Report to the office/room every afternoon at 3:40 p.m. until the detention time is made up.

Failure to report for detention will result in additional detention time being assigned. Continued refusal to complete the detention will result in a parent conference and suspension. Teachers may take a student to their classroom for individual help and study. Conflicts with transportation or jobs will be taken into consideration if the student indicates there is a problem prior to the detention time being served. This will not excuse detention time.

IN-SCHOOL SUSPENSION
Any disciplinary action whereby a student is separated from class attendance, but is required to be at school until 4:00 p.m. In-school suspension generally lasts from one to three days.

SHORT TERM SUSPENSION
Up to and including five (5) school days. Schoolwork will be due upon return for full credit after a first offense. Make arrangements to pick up work before leaving. (See Section 1)

LONG TERM SUSPENSION
More than five school days, but less than twenty school days. (See Section 1)

MANDATORY REASSIGNMENT
Assignment to another educational setting.

EXPULSION
Exclusion from attendance in all schools, grounds, and activities. (See Section 1)

Section 3 Disciplinary Point System Chart

PROGRESSIVE DISCIPLINE LEVELS

Actions that are not disruptive in nature to the learning process, discipline would be the same as category 1 but without points. Failure to attend detention would result in points.

A. Detention

B. Detentions

C. 1-5 Days In-School Suspension

D. 5-10 Days In-School Suspension

E. 1-5 Days Out-of-School Suspension

F. 5-10 Days Out-of-School Suspension

G. 10-19 Days Out-of-School Suspension

H. Recommend Expulsion

I. Police will be notified

Note: Parents will be notified at levels C through I. In-School Suspension may be substituted for Out-of-School Suspension

Offense	Category	Points	1	2	3	4	5
Public Display of Affection	I	0	A	B	B	C	E
Dress Code Violation	I	0	A	B	B	C	E
Other	I	0	A	B	B	C	E
Sleeping in Class	II	8	A	B	B	C	E
Disruption of class/school/assembly	II	8	A	B	B	C	E
Parking Illegally	II	8	A	B	B	C	E
Inappropriate Behavior/Gestures	II	8	A	B	B	C	E
Profanity/Vulgarity	II	8	A	B	B	C	E
Failure to attend detention	II	8	A	B	B	C	E
Cell Phone/Headphones/Electronic Device (Confiscation)	II	8	A	B	C	E	E
Repeated violations of Category I	II	8	A	B	B	C	E
Other	II	8	A	B	B	C	E
Skipping/Cutting Class/Leaving without Permission	III	10	B	B	C	C	E
Disorderly Conduct	III	10	B	B	C	C	F
Failure to identify self to school officials	III	10	B	B	C	C	F
Inappropriate Dress	III	10	B	B	C	C	F
Indecent Material	III	10	B	B	C	C	F
Jeopardizing the safety of oneself or others	III	10	B	B	C	C	F
Leaving school grounds/building without permission	III	10	B	B	C	C	F
Lying	III	10	B	B	C	C	F

Offense	Category	Points	1	2	3	4	5
Misuse of school Material and Equipment	III	10	B	B	C	C	F
Not following request of school official	III	10	B	B	C	E	F
Trespassing	III	10	B	B	C	C	F
Skipping Assigned Detention	III	10	B	B	C	C	F
Other	III	10	B	C	E	E	F
Cheating/Plagiarism	IV	14	C	C	E	F	F
Careless Driving/Speeding	IV	14	C	C	E	F	F
False Call/Forgery of Notes	IV	14	C	C	E	F	F
Vandalism	IV	14	C	C	E	F	F
Theft 1	IV	14	C	C	E	F	F
Disrespect to Faculty Members	IV	14	C	E	E	F	F
Other IV	IV	14	C	E	E	F	F
Gross Misbehavior	V	21	E	E	E	G	G
Indecent Behavior	V	21	F	G	G	H	
Harassment/Intimidation/Bullying	V	21	E	E	E	G	G
Vandalism 2	V	21	E/I	E/I	E/I	G/I	G/I
Theft 2	V	21	E/I	E/I	E/I	G/I	G/I
Insubordination	V	21	E	E	E	G	G
Fighting	V	21	E	E	E	G	G
Other	V	21	E	E	E	G	G
Use/Possession of Tobacco Products/electronic nicotine delivery systems or products	V	28	E/I	E/I	F/I	F/I	
Sexting	VI	28	F/I	G/I	G/I	H/I	H/I
Open/Persistent Defiance of Authority	VI	28	F	G	G	H	

Offense	Category	Points	1	2	3	4	5
Threatening Behavior	VI	28	F	G	G	H	
Physical Assault	VI	28	F/I	G/I	G/I	H/I	
Other	VI	28	G	H	H	I	
Under the influence of Alcohol/Drugs	VII	50	G/I	G/I	G/I	G/I	
Possession of Alcohol/Drug Paraphernalia	VII	50	G/I	G/I	G/I	H/I	
Extortion	VII	50	G/I	G/I			
False Fire Alarm	VII	50	G/I	G/I			
Possession of Weapon other than Firearm	VII	45	G/I	G/I			
Possession or Use of Firecrackers	VII	45	G/I	G/I			
Terroristic Threats	VII	45	G/I	G/I			
Other	VII	45	G/I	G/I			
Selling, Giving or Exchanging alcohol/drugs	VII	100	H/I				
Arson	VIII	100	H/I				
Bomb Threat	VIII	100	H/I				
Physical Assault (School Employee)	VIII	100	H/I				
Possession and/use of Explosives	VIII	100	H/I				
Use of any instrument as a weapon	VIII	100	H/I				
Possession of Firearm	VIII	100	H/I				
Other	VIII	100	H/I				

Section 4 Additional Student Conduct Rules

The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event.

1. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office. Students at Seward High School are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
    a. Clothing or jewelry that is gang related;
    b. Clothing that is excessively tight fitting or revealing
    c. It is inappropriate for students to wear any top that does not cover the back, chest, abdomen or shoulders. Upper body articles should cover the body from the shoulders to the waist. Some examples of prohibited dress include: Bare backs, bare shoulders, midriffs, tube tops, halter tops. Clothing must have straps that are at least 2" wide and are over the shoulders. No see through or soiled clothing is allowed. Visible undergarments are prohibited. Both girls and boys will be allowed to wear shorts as long as they are an appropriate length. Undergarments and private parts (front side and back side) should not be visible when wearing any top or bottom garment. Shorts with pockets exposed below the hem are not appropriate school attire.
    d. Clothing or jewelry that advertises, promotes or makes reference to beer, alcohol, tobacco, electronic nicotine delivery systems or products, or illegal drugs;
    e. Clothing or jewelry that could be used as a weapon or that would encourage "horseplay" or not needed in the school building (such as but not limited to: chains, trucker wallets, rings, spiked apparel, pliers/tools);
    f. The wearing of hats, caps, hoods, sunglasses, headbands and bandanas etc. during the school hours is prohibited. **(Students are to remove headwear when entering the building and hats should be placed in school lockers for the duration of the school day and worn after the student leaves the building.)**
    g. Clothing, tattoos or jewelry that displays indecent writing, pictures, slogans, nudity, makes sexual references or carries double meanings and/or creates a distraction at school;
    h. Excessive makeup that causes an unnecessary distraction;
    i. Health laws require that shoes be worn at all times while at school;
    j. No blankets in the classrooms.
    k. No backpacks or bags in the classroom. All bags need to be placed in an assigned locker. This includes the 5th period.
    l. Prom and Homecoming – Dress code will allow for strapless dresses and minimal exposed abdomens. Prom is a formal dance and Homecoming is business casual.

    Consideration will be made for students who wear special clothing as required by religious beliefs, disability or to convey a particularized message protected by law.

    Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

2. **<u>Bullying and harassment are prohibited.</u>** Students who engage in bullying or harassing behavior are subject to discipline up to and including expulsion. Bullying behavior is defined as the use of verbal, nonverbal, written, and electronic communication (including but not limited to instant messaging, text messaging, emailing, and using websites) to threaten, intimidate, ridicule, humiliate, or harass any person.
    a. A student who engages in bullying behavior on district property, in a vehicle owned, leased, or contracted by the district being used for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event shall be subject to discipline including, but not limited to, long-term suspension and expulsion.
    b. Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.
    c. The extent of the disciplinary consequences will depend on the frequency, duration, severity, and effect of the bullying behavior.

    Dating Violence: Dating violence, as that term is defined by Nebraska law, will not be tolerated. Students who engage in dating violence will receive consequences that are consistent with the Nebraska Student Discipline Act and this district's student discipline policies.
    Hazing: Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law. Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.
3. **Computer Use/Student Expectations in the Use of the Internet**
    Students who violate the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion. Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.
    Acceptable Use
    • Students may use the Internet to conduct research assigned by teachers.
    • Students may use the Internet to conduct research for classroom projects.
    • Students may use the Internet to gain access to information about current events.
    • Students may use the Internet to conduct research for school-related activities.
    • Students may use the Internet for appropriate educational purposes.

Unacceptable Use

• Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
• Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
• Students shall not use electronic mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers without approval.
• Students shall not use school computers to participate in online auctions, online gaming or mp3 sharing systems Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
• Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
• Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
• Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
• Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
• Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
• Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
• Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
• Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
• Students shall not forge electronic mail messages, web pages, digital communications, or web-based communications, including but not limited to facebook, and twitter, etc.
• Students shall not use technology to intimidate, harass or threaten others (Cyberbullying).

Methods of Enforcement

• The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
• The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district.
Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
• Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
• The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.
• Consequences for Violation of this Policy
• Access to the school's computer system and to the Internet is a privilege, not a right. *Any violation of school policy and rules may result in:*

• Loss of computer privileges;
• Short-term suspension;
• Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
• Other discipline as school administration and the school board deem appropriate.
• Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

4. Students are not given hallway passes, restroom passes or telephone passes to leave a classroom unless special circumstances arise. Students are not given passes the first ten minutes and the last ten minutes of class.
5. Students in the hallway during class time must have a pass with them.
6. Food, candy and drinks are allowed in the classroom (at teachers' discretion) and hallways. Sack lunches are the only "outside" food allowed to be consumed during lunch. No "fast food" is allowed to be delivered unless approved in advance by administration. Containers, such as water or juice bottles, that have been previously opened and brought into the building are subject to search.
7. Students are expected to bring all books and necessary materials to class.
8. Assignments for all classes are due as assigned by the teacher.
9. At the end of each period, the teacher dismisses the students. Students are not to begin to pack up or leave the class until the dismissal bell has rung and the teacher has dismissed the class.
10. Special classes such as industrial technology, agriculture, art, physical education, computers and other lab based classes will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
11. Students are not to bring items to school that are not required for educational purposes as they may be taken from your locker and will not be allowed in the classroom. These items are classified as "nuisance items" and include, but are not limited to: a) earbuds – unless teachers give special permission in their classroom and it does not cause a distraction to the learning,, b) laser pointers, c) pliers/tools, etc.
12. Students are to have only one earbud or headphone at any time--even with permission--due to safety concerns.
13. Students are to keep the hallways clear so others may pass.
14. Snow handling is prohibited.
15. Students are not allowed to record others without administration approval and consent of others being recorded.
16. By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable and necessary.
17. Students may not have cell phones or electronic devices on while they are in locker rooms or restrooms.
18. The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution and possible inclusion on sex offender registries.

19. While on school property, as a school activity or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass or intimidate any other person.
20. Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Section 5 Electronic Device Policy

Digital devices have proven to be a distraction for students in classes throughout the world. Our goal at Seward High School is to ensure the best educational experience for our students, and we believe that limiting cell phone use fits with the research of creating a positive learning environment for all Seward High School students. The goal is to teach students they can be away from their phones for periods of time, which is why the district is allowing students to check their phones during passing periods and their lunch. All Phones must be kept in student lockers (please lock your lockers) with the exceptions of these two occasions. If you need to contact your child please reach out to the office and they will deliver your message.

- *Cell phones, earbuds, headphones and other electronic communication devices may be used before school, after school, and only during school hours during passing periods and at lunch. (Due to safety, all students are required to have one ear open and free of earbuds/headphones during these approved time periods to be able to hear alarms and instructions) Students cannot be tardy to class due to checking their devices. Cell phones/headphones and other electronic communication devices may not be used or worn during any class period. The use of these devices during class periods will be subject to the following consequences:
    - 1st Offense -The student turns the digital device over to the teacher, phone goes to office, and is turned off. Student can get the phone at the end of the period in the office.
    - 2nd Offense -The teacher takes a digital device from the student and brings it to the office. The student can get their device at the end of the school day. The parents will be notified of the offense.
    - 3rd Offense -The teacher will collect the device and send it to the office. A parent will be notified, and the parent will have to come to the office and collect the device. The student will serve a 30-minute detention.
    - 4th Offense-The teacher collects the device and sends it to the office. A Parent will have to pick up the phone, and the student's phone will serve one day in ISS the following day. <u>Any additional offenses will result in the student not being allowed to have their phone in the school building for the remainder of the semester.</u>

*Medical exemptions will be allowed. Eg., glucose monitoring system. However, notifications to all non-medical apps must be turned off.

*Students who refuse to turn over their phones to a staff member or administrator will be assigned Out of School Suspension and not allowed to bring their phone into the building for the remainder of the school year.

1 to 1 Chromebook Initiative Policies and Procedures

Seward Public Schools is proud to offer our high school students Chromebook devices for use at school and home. The 1 to 1 Chromebook program, which provides mobile computing and wireless technology to all grade 9-12 students, has been designed to enhance delivery and assist with individualized instruction.

For parents and students, the following information is provided to help everyone understand the expectations and the responsibility of care and use related to receiving a Chromebook.

- Students will receive instruction on the proper use and care of a Chromebook.
- Students will be able to take the Chromebook home during the school year once the student and parent have signed the SHS Parent/Student Information Record Sheet. Students are expected to treat the Chromebook as a valuable piece of equipment.
- Students must take all precautions to prevent theft;for example, do not leave the Chromebook unattended or in a car.
- Students must take precautions to prevent damage to the Chromebook; for example, do not leave the Chromebook where there is danger of coming into contact with moisture or excessive heat/cold temperatures.
- Students are to use the Chromebook to access only socially and educationally appropriate materials and websites.
- Students who wish to use the Chromebook to purchase goods and services from the Internet have full responsibility for any financial obligations incurred from doing so.
- Students are to use the Chromebook in accordance with all Seward Public Schools technology policies.
- Chromebook are property of Seward Public Schools and must be returned at the end of the school year, upon withdrawal from Seward Public Schools, and/or at the request of the administration. Willful failure to return the Chromebook in accordance with the stated conditions will result in criminal prosecution.
- Since the Chromebook is property of the school district, officials of the school have the right to review all material stored on or accessed by any Chromebook and/or student. School officials may revoke a student's Chromebook privileges for any misuse or violation of policies.

Receiving Your Chromebook

Chromebooks will be distributed during our new Student Orientation. At least 1 parent and student must attend an annual session for orientation and information. Before receiving a Chromebook, students and parents must sign and return the SHS Parent/Student Permission Information Record Sheet.

This equipment is, and at all times, remains the property of Seward Public Schools of Seward, Nebraska, and is here with lent to the Student/Borrower for educational purposes only for the academic school year. Student/Borrower may not deface or destroy this property in any way. Inappropriate use of the Chromebook may result in the Student/Borrower losing their right to use this Chromebook. The equipment will be returned to the school when requested by Seward Public Schools, or sooner, if the Student/Borrower withdraws from Seward Public Schools prior to the end of the school year.

Nebraska statutes 79-737 and 79-2,127 allow the District to obtain reimbursement from, or on behalf of, students for any damage to, loss of, or failure to return school property. Student/Borrower acknowledges and agrees that their use of the District Property is a privilege and that by Student/Borrowers agreement to the terms hereof, Student/Borrower acknowledges his/her responsibility to protect and safeguard the District Property and to return the same in good condition and repair upon request by Seward Public Schools. The Chromebook must be returned in good working order with all original parts.

Using Your Chromebook At School

Chromebooks are intended for use at school each day. Students are responsible for bringing their Chromebooks to school and all classes each day, unless specifically told not do so by a teacher or administrator. If students forget to bring a Chromebook to school, they may check out a loaner for the day from the school's media center. Loaners are on a first come, first serve basis and are subject to availability. Repeat violations will result in disciplinary action.

Chromebooks must be brought to school each day fully charged. Chromebooks have battery life of up to 10 (ten) hours, so charging should not be needed throughout the school day. Charge stations will be available in the library in the mornings and during lunch for those who forget to charge. Only charge your Chromebook with the charger you are given at checkout or a school provided charger. All students are provided lockers with your own locker combination. DO NOT SHARE YOUR COMBINATION with any other student(s).

Chromebook Repairs

- Loaner Chromebooks may be issued to students when they leave their Chromebooks for repair with the Technology team located in the library, if available.
- Students will be expected to return the loaner Chromebook by the end of the school day to the library until their issued Chromebook returns from repair.

<u>The student is financially responsible for all damages and repairs to the Chromebook.</u>

Chromebook - lost/stolen/destroyed - $320
Screen Replacement - $75
Broken top/bottom case - $65
AC Adapter - $40
Keyboard (broken keys) - $65
Case - $25

Seward Public Schools purchased cases to help protect your device. Students are still reminded to handle the Chromebooks with extra care to avoid any damage. Other students will use these Chromebook cases again in the future. Students may not mark on the cases or put anything on the case that might damage the case, like duct tape, stickers not issued by the school, or jewels.

Screensavers and Background

- Only appropriate backgrounds and screensavers may be used on the Chromebook.
- Presence of any weapons-related, pornographic, inappropriate language, alcohol or drug-related, gang-related, or inappropriate pictures or words on the Chromebook or within its files, as determined by the administration, will result in disciplinary action and where appropriate, law enforcement officials.

• The Chromebook is the property of Seward Public Schools. Therefore, staff, teachers, and administration have the right to check any material being used or stored on the Chromebook at any time.
• Violations of this policy can result in disciplinary action.

Sound
Sound should be muted at all times unless permission is obtained from a teacher administrator for educational purposes or earbuds are in use.

Managing Your Files and Saving Your Work
Students should save all of their work to their Google Drive. It is the student's responsibility to ensure work is not lost due to technical mistakes and accidental deletions.

Security
Chromebooks will be filtered by software for appropriate use at school and off campus. Parents/guardians are responsible for monitoring appropriate use while off school grounds. Please see an administrator if any inappropriate sites are seen or accessed.

The District is not responsible for any viruses that may be transferred to or from Student/Borrowers other data storage medium and Student/Borrower agrees to use his/her best efforts to assure that the District Property is not damaged or rendered inoperable by any such electronic virus while in Student/Borrowers possession.

Inspection
Students may be selected at random to provide their school-issued Chromebook for inspection without notice by administrators and/or the technology department.

Chromebook Identification and Protection
• Student Chromebooks will be labeled in the manner specified by the school. Under no circumstances are students to modify, remove, or destroy these labels.
• Tampering with the Chromebook security measures is forbidden. Violations of this policy will result in disciplinary action and possible loss of technology use privileges.

Acceptable Use Guidelines
• Students are responsible for their ethical, socially appropriate and educational use of the technology resources of Seward Public Schools.
• Access to Seward Public Schools technology resources is a privilege, not a right. Each employee, student, and/or parent will be required to follow all applicable technology, including stipulations in the Chromebook Loan Agreement and the Student/Parent Handbook.
• Transmission of any materials that is in violation of the law is prohibited and law enforcement will be contacted. This includes, but is not limited to the following: confidential information, copyrighted material, threatening or obscene material, and Chromebook viruses.
• Any attempt to alter data, the configuration of the Chromebook, or the files of another user, without the consent of the administration and/or technology department, is against our Acceptable Use policy and will result in disciplinary action, including the loss of privileges to check out Chromebook for home use.
• The Student/Borrower agrees to not use the Chromebook for commercial use or political advocacy.

Integrity and Civility

In addition to any standard or rules established by the schools, the following behaviors are specifically prohibited as they violate the standard of integrity and civility associated with our school district:

- Cheating
- Plagiarizing
- Falsifying information
- Violating copyright laws
- Hacking into others' systems, including the school and/or district
- Gaining unauthorized access to any network or other Chromebook or computer

Email

Student/Borrower is assigned a school email account to use for appropriate academic communication with other students and staff members. Outside email accounts should not be used on this school device at any time.

Technology Left in Unlocked Areas

- Under no circumstances should Chromebooks or other technology equipment be left in unlocked areas. Do not leave unattended in locker areas, PE or athletic locker rooms, classrooms, commons areas, cafeteria, bathrooms, busses, or hallways. Any Chromebook left in these areas is in danger of being stolen.
- Lockers are to be locked at all times. Do not share your locker combination with anyone, including "best friends."
- Unsupervised Chromebook will be confiscated by staff and taken to the administrative office. Disciplinary action may result from Chromebooks being left without supervision. Each student is responsible for his or her Chromebook once it has been issued to the student.

Chromebooks in the Classroom

Each student will have the opportunity to utilize their Chromebook in their daily learning. Students are reminded that the machines are school property and should be treated accordingly. Students using the Chromebook for inappropriate uses at home or school will conference with an administrator to determine an appropriate consequence. Students who violate the educational intent of the Chromebook will be subject to the disciplinary procedures found in the Seward High School Student/Parent Handbook related to the use of school technology, internet or general behavior involving the Chromebook.

- Each class will begin with the Chromebook put face down on the desk or below the desk, depending on the classroom, to begin each period.
- Teachers who begin the day with a Chromebook activity will give specific instructions for the activity and how the student Chromebook will be utilized within the activity.
- Teachers will notify students when the Chromebooks are appropriate for use in the classroom.
- Students may not use any gaming or social media applications during a scheduled class time.
- Students must keep volume on mute or will use earbuds.
- The Chromebook must be kept in its school issued Chromebook case. Chromebooks not in this case will be confiscated unless permission has otherwise been given by school administration or technology personnel (i.e. protective keyboard case).

Chromebook Responsibilities

Parent Responsibilities: Your son/daughter has been issued a Chromebook to improve and personalize his/her education this year. It is essential the following guidelines be followed to ensure the safe, efficient, and ethical operation of this Chromebook.

• I will supervise my sons/daughters use of the Chromebook at home.
• I will discuss our family values and expectations regarding use of the Internet and email at home and will supervise my sons/daughters use of the Internet and email.
• I will not attempt to repair or alter the Chromebook.
• I will report to the school any problems with the Chromebook.
• I understand if my son/daughter comes to school without his/her Chromebook, they will be held accountable according to the student handbook.
• I agree to make sure the Chromebook is returned to the school when requested and upon my sons/ daughters withdrawal from Seward Public Schools.

Student Responsibilities : Your chromebook is an important learning tool and is for educational purposes only. In order to take your Chromebook home each day, you must be willing to accept the following responsibilities:

• When using the Chromebook at home, at school, and anywhere else I may take it, I will follow the policies and student handbook of the Seward Public Schools and abide by all local, state, and federal laws.
• I will treat the Chromebook with care by not dropping it, getting it wet, leaving it outdoors, or using it with food or drink nearby.
• My Chromebook is my responsibility and I will properly care for it at all times.
• I will not load inappropriate material on the Chromebook.
• I will honor my family values when using the Chromebook.
• I will not give personal information when using the Chromebook.
• I will bring the Chromebook to school every day with the battery fully charged.
• I agree email (school), or any other Chromebook communication should be used only for appropriate, legitimate, and responsible communication.
• I will keep all accounts and passwords assigned to me secure, and will not share these with any other students.
• I will clean my Chromebook using only the appropriate cleaning solution suggested by the school tech department.
• I will return the Chromebook when requested and upon my withdrawal from Seward Public Schools.
• I will keep the Chromebook in its protective case at all times.

Seward Public Schools is NOT RESPONSIBLE, NOR LIABLE for and disclaims any liability arising from any injury or damage caused by or stemming from unauthorized access to the network, inappropriate use of unauthorized or authorized use of the network. The student and the student's parents/guardians, by submitting to the Acceptable Use Policy through your signature, agree to waive Seward Public Schools from any liability for physical or emotional harm or damage to a student that is caused by or related to the inappropriate use of technology.

Extra-Curricular Activities - Rights, Conduct, Rules and Regulations

Section 1 Extra-Curricular programs

Extra-curricular programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Seward High School will adhere to the rules and regulations set forth in Title IX guidelines on sex discrimination as well as other pertinent rules and regulations.

Section 2 Activity Philosophy

Activities are considered an integral part of the school's program of education and provide experiences that will help boys and girls physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. We believe that participation in activities, both as a player and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, to the team, to the student body, to the community and to the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better people and citizens.

Safety

The school's philosophy is also to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. In addition, the school requires that activity team members travel to and from out-of-town events as a unit. Any exceptions to this rule must be approved by both the parents and the coach/sponsor and should be done in writing prior to the departure to the event or prior to releasing the student with the parent/guardian. The note should be given to the Principal, Activities Director, or their designee. Only those people involved with the activity will be allowed to travel in the school vehicle.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 3 Activity Fees

Activity Pass Fees

All students participating in activities will be required to purchase a full year activity pass. This activity pass admits the student to all home activities during the school year. Exceptions include the musical, tournaments, and any Central Conference or NSAA District/State tournaments hosted by Seward Public School. The cost of the pass to activity participants is $25.

a. Those students who participate in spring activities only are still required to purchase the full year pass. Students are encouraged to purchase their activity pass in the fall so they can get a full school year of use.

Activity Participation Fee

Students will be charged a participation fee of $25 if they are involved in one or more NSAA sponsored activities) during the school year. This fee will be placed in the student activity participation account for use at the discretion of the district for activity related expenses incurred by the district. The Activity Participation fee needs to be paid prior to the student's participation in activities.

Section 4 Activity Code of Conduct

This activity code of conduct is supplemental to the Seward High School student code of conduct which is detailed in this handbook and any action taken hereunder may be in addition to any action under the student code of conduct said policy.

Grounds for Extracurricular Discipline

The grounds for suspension from practices, participation in interscholastic competition, or other participation in extracurricular activities and competitions are set forth below. In becoming familiar with the conduct rules for extracurricular activities, participants need to remember that they are not only representing themselves, but also, their school and community in all of their actions. Special conduct rules exist for the reasons that:

Participants in Activities Assume Responsibility for Leadership and are Representatives of Our School

Participants in extra-curricular activities assume a leadership role. The student body, the community and other communities judge our school on the students' conduct and attitudes, and how they contribute to our school spirit and community image. The students' performance and devotion to high ideals make their school and community proud.

Activities are a Privilege

Extra-curricular activities have an important place in the educational program of the Seward Public School district. It is a privilege for the students who choose to participate. Students who participate and are accepted into the program are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. It is the belief that accepting responsibility for one's actions is a part of that philosophy.

The conduct rules apply to conduct of the student, regardless of whether the conduct occurs on and off school grounds. (If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct). The conduct rules apply to conduct which occurs at any time during the school year, and also includes the

time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault any person.
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, to any student, or to any other person.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
7. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
8. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, controlled substance, inhalants (including vapor products) or being under the influence of any of the above; or possession of drug paraphernalia. Note: The term “under the influence” for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol/tobacco/drugs on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, “possession” of alcohol or drugs may be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine the student was in “possession” of the items as well. Because of the complexity of this issue, “possession” will be determined on a case-by-case basis.
9. Engaging in the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401, of the Nebraska statutes, or material represented to be alcoholic beverages, narcotics, drugs, controlled substance, electronic nicotine delivery systems or products, or inhalants.
10. Truancy or failure to attend assigned classes or assigned activities.
11. Tardiness to school, assigned classes or assigned activities.
12. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
13. Public indecency.
14. Repeated violation of any of the rules adopted by the school district or the school.
15. Engaging in any unlawful activity as determined by the United States or the State of Nebraska.
16. Dressing in a manner wherein such dress is dangerous to the student’s health and safety or to the health and safety of others or is distractive or indecent to the extent that it interferes with the learning and educational process.
17. Willfully violating the behavioral expectations for those students riding Seward Public Schools buses.

18. The knowing and intentional possession, use, or transmission of a firearm or other dangerous weapon in a place where such items are prohibited.
19. The knowing and intentional use of force in causing, or attempting to cause, personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary.
20. Failure to report for the activity at the beginning of each season; reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
21. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
22. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the coach will determine the validity of the reason. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
23. All other reasonable rules or regulations adopted by the coach or supervisor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
24. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.
25. The NFHS Sports Medicine Advisory Committee strongly opposes the use of dietary supplements for the purpose of obtaining a competitive advantage (https://www.nfhs.org/sports-resource-content/nfhs-sports-medicine-position-statements-and-guidelines/). Seward Public Schools discourages the use of these supplements, rather SPS encourages a balanced diet to obtain the necessary nutrition to compete at the highest level. It is ultimately the parents' decision to allow their son/daughter to use dietary supplements but the school district will not allow students to possess or consume them at school. Supplements will be prohibited on SPS grounds.
26. Any violation of any other school rule, requirement, coach/sponsor rule, or lawful directive of any sponsor, coach, administrator, or other district staff member.

Drug (including tobacco and electronic nicotine delivery systems or products) and Alcohol Violations
Students who are found to be in violation of sub-paragraphs 8 or 9 of the above conduct rules shall be subject to the following disciplinary action.

1. **First Violation**
   Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as homecoming and prom) for 10 (ten) school days including Home Saturday/Sunday contest/event days if the student is required to be present and a minimum of two activities. The first day of the suspension will be the day of the conference between the student and administration. Students who self-report an infraction of the drug and alcohol policy shall have the suspension reduced by 50% for the first violation. A self-report is admission of wrongdoing before the administration learns of the infraction. Student-athletes may practice but not participate in the activity during the suspension. Students will not be released from school nor be allowed to travel with a team/group during the suspension period. If the student is not involved in a school activity or club within the season that the incident occurred. A student may choose to participate in a school-approved program for chemical dependency or a school-approved online program. Said program must be administered by a certified alcohol and drug abuse program and be approved by the school authorities. The student will need to

successfully complete the approved chemical dependency program or online program. Proof of successful completion of the program must be submitted in writing to the school Activities Director. All costs associated with either program are to be borne by the student/parent or guardian. Students and/or parents interested in counseling programs to help deal with this issue are encouraged to obtain such information from the Counselor's and/or the Activities Director's office at the High School.

2. **Second Violation (Students may select Option A or B)**
   Option A: Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as homecoming and prom) for 1 (one) calendar year. The first day of the suspension will be the day of the conference between the student and administration.

   -- OR --

   Option B: Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as prom) for 30 (thirty) school days. Student-athletes may attend practice but not participate during the suspension. Students will not be released from school nor be allowed to travel with a team/group during the suspension period. The first day of the suspension will be the day of the conference between the student and administration. If students choose option B, students and parents also agree to participate in a school-approved program for chemical dependency or school-approved online program. Said program must be administered by a certified alcohol and drug abuse and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program or online program. Proof of successful completion of the program must be submitted in writing to the school Activities Director. Failure to participate and successfully complete the approved chemical dependency program or online program may cause the participating student to be suspended from extra-curricular activities for the remainder of the school year. All costs associated with either program are to be borne by the student/parent or guardian. Students and/or parents interested in counseling programs to help deal with this issue are encouraged to obtain such information from the Counselor's and/or the Activities Director's office at the High School.
3. **Subsequent Violations**
   Upon finding of a subsequent violation, the student will be suspended from participating in the extra-curricular program and all school activities (including organizations and special events such as homecoming and prom) for 1 (one) calendar year. The first day of the suspension will be the day of the conference between the student and administration.

Hazing

The School District of Seward believes that all individuals should be treated with respect and dignity. Students should be able to participate in school-sponsored programs in an environment free from any behavior that is intimidating, hostile, offensive, or dangerous. Students found to be in violation of this policy are subject to the Activity Code of Conduct, as well as all other applicable school policies.

Nebraska Code 28-311.06 defining Hazing:

(1) For purposes of this section and section 28-311.07: (a) Hazing shall mean any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any organization

as defined in subdivision (1)(b) of this section. Such hazing activity shall include whipping, beating, branding, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act which endangers the physical or mental health or safety of any person; and (2) It shall be unlawful to commit the offense of hazing. Any person who commits the offense of hazing shall be guilty of a Class II misdemeanor.

Anabolic Steroids

A student who possesses, dispenses, delivers, or administers anabolic steroids shall be subject to the following sanctions: (Nebraska State Statute)

1. First Violation –The student shall be suspended from participating in the extra-curricular program and all school activities (including all organizations and special events such as prom) for 30 (thirty) school days. The first day of the suspension will be the day of the conference with the student.
2. Second or Any Subsequent Violation –The student shall be suspended from participating in the extra-curricular program and all school activities (including organizations and special events such as homecoming and prom) for 1 (one) calendar year. The first day of the suspension will be the day of the conference with the student.

Procedures for Extracurricular Discipline

Students may be suspended by the Principal or the Principal's designee from practices or participation in interscholastic competition or participation in extracurricular activities for violation of rules and standards of behavior adopted by the Seward Public Schools Board of Education or the administrative staff of the school. The following procedures will be followed with regard to suspension:

1. The school official(s) considering the suspension will make a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with school purpose.
2. Prior to the suspension, the student is to be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the school has, and be given the opportunity to explain the student's version of the facts.
3. If the student is not readily available to meet with the school official for this purpose before the suspension is to begin, then the suspension may be imposed at that time so long as the opportunity for the student to hear the charges and evidence and for the student to tell their side of the story occurs as soon as reasonably practicable. An effort to schedule a meeting for this purpose should be made by the student and the student's parent or guardian as well. Given the fact that extracurricular activity suspension actions at times need to be taken outside the regular school day, a telephone conference may be used to give the student the opportunity to provide the student's position.
4. Within two school days or such additional time as is reasonably necessary following the suspension, the Principal or Principal's designee will send a written statement to the student and the student's parents, or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reason for the action taken and the right to a hearing upon request on the specified charges.
5. An opportunity will be afforded the student, parents, or guardian of the student, at their request, to confer on an informal basis with regard with the school official who has imposed the suspension and to give that school official any further information in the student's defense.

6. If the student or student's parents or guardian are not satisfied with the determination of the school official, an informal hearing may be requested before the Superintendent. A form to request such a hearing must be signed by the parent/guardian will either be provided with the initial notice letter or be made available in the Principal's office. This request must be received by the building principal within five days of receiving the initial written notice of suspension.
7. If a hearing is requested, it shall be held within ten calendar days of the request. The Superintendent will notify the participants of the time and place of the hearing within five days of receiving the request. There will be no stay of the penalty imposed pending an appeal.
8. Upon conclusion of the hearing, a written decision will be rendered within five school days. The written decision will be mailed or otherwise delivered to the participant, parents or guardian. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the hearing itself) shall be kept by the school.
9. Nothing contained in this regulation shall prevent the participant, parents, guardian or representative from discussing and settling the matter with the appropriate school personnel at any stage.

Section 5 Academic Grade Standards for Activities Participation

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore:

Maintain passing grades in all classes

Any student failing class(es) when grades are checked is ineligible to participate in extracurricular activities. Students who are academically ineligible cannot travel with any team, suit up for any event, or participate in any special school activity (such as homecoming or prom.) Activity practice is permitted after attendance at after school study but the student-athlete may not participate in games and contests. Eligibility is checked every week, usually on Monday, beginning the start of the third week of each term. If a student is ineligible, they may become eligible to participate by taking a grade sheet to all of their teachers to verify passing grades in all classes and return it to the office.

Students must pass a minimum of 10 credit hours the prior quarter and 20 credit hours the prior semester to be eligible for any/all extracurricular activities.

Eligibility requirements shall not apply to:

(A) Instructional field trips, which are a part of the scheduled course learning experience;

(B) Activities or events, which are a part of the students' grade requirements.

After School Study Program

Students that are failing a course will not be able to participate in competition or practices. In lieu of practice, students will attend the after-school study hall from 3:45-4:45 (Mon-Thur) in the school library and then report to practice to watch the remainder of practice to bring the student up to speed on what they missed during practice. As soon as the student is passing they must get the grade sheet completed, signed, and turned into the office. Office staff will contact the coach/sponsor and inform them of the student eligibility status.

Attendance and Academics

Student participants are expected to apply themselves academically by following these expectations:

1. Attend school regularly and show evidence of sincere effort towards scholastic achievement.

2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests he/she should contact the coach or sponsor in advance.
3. Attendance, for the full day, the day of a contest is required to be eligible for the contest that day. Arrangements in advance for extenuating circumstances, such as doctor/dentist appointments, funerals or other activities, can be made with the building Principal in writing. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day. This policy also applies to being eligible for daily practice.
4. Appearance: Participants will dress appropriately for the activity in which they are involved and will at all times maintain a neat, clean and well groomed appearance.

Section 6 Team Selection, Playing Time, Conflicts, and Transportation

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity.

Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.
3. At the freshmen level, the emphasis will be on fundamental skill development and teamwork. At the junior varsity level, the emphasis will be on preparation for varsity competition. However, coaches will determine the amount of playing time for individual athletes.
4. When the situation arises where a student is involved in two school activities and the schedules conflict, the administration will make the final determination in regards to which event the student will participate. Some of the factors that will be considered are: the level of competition ex. varsity versus non-varsity; importance of competition ex. state versus districts versus conference versus regular season; the type of event ex. academic versus athletic; student's role on the team; coach or sponsor's input; student's input.
5. Students are expected to ride school transportation to and from all school-sponsored activities. Missing the bus renders the student ineligible for the activity unless arrangements are made with the administration prior to bus departure. Students wanting to ride home with parents should make arrangements ahead of time. Students may not drive themselves to activities unless pre-approved by the Administration.
6. Alternate transportation forms must be signed at least 24 hours in advance of the event. This option is to be used for unavoidable and uncontrollable conflicts. For example, a student is involved in two activities that are occurring on the same day with overlapping times may necessitate a parent driving the student from one event to the other.

General Lettering Criteria and Post-Season Awards

Lettering in a school activity is for those participants who have met stated levels of performance. These general considerations govern lettering in Seward activities:

1. The participant must be in good standing (member of the organization) at the end of the season to receive a letter.
2. Participants injured and who must drop out of a school activity, may be given special consideration.
3. Sponsors who believe there are special conditions or unusual situations (other than alcohol, tobacco or drug and/or criminal activity suspensions) for a participant s/he may letter that participant.
4. Students who participate in an activity for four years, may letter in that activity.
5. Students must participate in 25% of the varsity contests, innings, quarters… or score in a Cross Country meet or major Track and Field meet. Coaches may use discretion for seniors who have met all criteria with the exception of the participation requirement.
6. A student manager may receive a varsity letter at the discretion of the sponsor.
7. A sponsor may revoke a letter for disciplinary reasons.
8. A violation of team training rules prohibits an athlete from lettering.

Section 7 Relationships Between Parents and Coaches/Sponsors

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone.

Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place. Following a contest is not an appropriate time or place for this conversation. Please abide by the standard 24 hour rule, do not make contact with the coach until 24 hours after the game/contest.

<u>Lines of Communication</u>

Students are encouraged to visit with their coach/sponsor if they have questions about playing time or role on the team. If the student does not have their questions answered, the parent may contact the coach. The head coach is the next level for communication. If an issue is still not resolved, the parent may request a meeting with the Activity Director. The chain of command will continue to the building principal followed by the superintendent.

<u>Parents' Role in Interscholastic Athletics and Other Extracurricular Activities Communicating with your children</u>

1. Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.
2. Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
3. Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
4. Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.

5. Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you winning or losing, then they are on their way to maximum enjoyment.
6. Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, they will likely become disenchanted.
7. Don't compare the skill, courage, or attitude of your child with other members of the team.
8. Get to know the coach(es). Then you can be assured that their philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under his or her leadership.
9. Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Communicating with the coach

1. Communication you should expect from your child's coach includes:
    a. Philosophy of the coach
    b. Expectations the coach has for your child
    c. Locations and times of all practices and contests
    d. Team requirements
    e. Procedure should your child be injured
    f. Discipline that results in the denial of your child's participation
2. Communication coaches expect from parents
    a. Concerns expressed directly to the coach
    b. Notification of any schedule conflicts well in advance
    c. Specific concerns in regard to a coach's philosophy and/or expectations
3. Appropriate concerns to discuss with coaches:
    a. The treatment of your child, mentally, and physically
    b. Ways to help your child improve
    c. Concerns about your child's behavior
    d. Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance from trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
4. Issues not appropriate to discuss with coaches:
    a. Playing time
    b. Team strategy
    c. Play calling
    d. Other student-athletes
5. Appropriate procedures for discussing concerns with the coaches:
    a. Call to set up an appointment with the coach
    b. Do not confront a coach before or after a contest or practice (these can be emotional times for all parties involved and do not promote resolution)
6. What should a parent do if the meeting with the coach did not provide satisfactory resolution?
    a. Call the athletic director to set up a meeting with the athletic director, coach, and parent present.
    b. At this meeting, an appropriate next step can be determined, if necessary.

Section 8 Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned

events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
4. Do not “boo,” stamp feet, or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noise makers of any kind are not proper for indoor events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.
12. Respect public property by not damaging the equipment or the facility.
13. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.

NOTICE OF NON-DISCRIMINATION

The School District of Seward does not discriminate on the basis of race, color, national origin, gender, marital status, disability, or age or in admission or access to, or treatment of employment or educational programs and activities. Any person having inquiries concerning The School District of Seward’s compliance with the regulations implementing Title VI, Title IX, or Section 504 is directed to contact Superintendent Josh Fields, in writing at 410 South St., Seward, Nebraska or by telephone at (402) 643-2941. Any person may also contact the Office for Civil Rights, U.S. Department of Education, in writing at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114-3302 or by telephone at (816) 268-0550, regarding compliance with the regulations implementing Title VI, Title IX, or Section 504.

Section 9 Nebraska School Activities Association Concussion Guidelines/ Recommendations

Concussion has been reported to account for approximately 4-5% of all injuries in high school sports. Football is the most common sport for concussion. Although most concussions are short lived, experience has shown that if a second injury occurs during the recovery phase of the initial injury, a phenomenon known as the “second-impact syndrome” can occur. This second injury can occur from a very minor blow which under normal circumstances might not cause injury at all. Although uncommon, the second-impact syndrome is often fatal and if an individual survives they are rarely neurologically normal. This abnormal mental state usually remains for life. The second-impact syndrome has only been described in athletes younger than 20 years old (except in boxers). These recommendations are offered with the goal of reducing the potential for serious neurologic/ brain injury in Nebraska high school athletes.

Concussion/ mild traumatic brain injury (mTBI) can be defined as a brief and usually short lived neurological impairment, which occurs after a direct or indirect blow to the head or body. The impairment is often immediate, and symptoms typically resolve spontaneously. Acute clinical symptoms represent a functional disturbance rather than a structural injury to the brain. The clinical symptoms that occur may or may not include loss of consciousness. Typical signs and symptoms of concussion include confusion, headache, and amnesia. More subtle problems may include difficulties with concentration and attention, behavioral changes, and ataxia (inability to coordinate the muscles in voluntary movement).

When a player shows ANY sign or symptom of a concussion:

1. Perform an on-field mental status evaluation.
2. The player should not be allowed to return to play in the current game or practice.
3. The player should not be left alone; and regular monitoring for deterioration is essential over the initial few hours following injury.
4. The player should be medically evaluated (by an appropriate health care provider) following the injury.
5. Return to play should follow a medically supervised stepwise process.

A player should never return to play while symptomatic. “When in doubt, sit them out!”

Return to Play Protocol

The majority of injuries will be simple concussions and such injuries recover spontaneously over several days. In these situations, it is expected that an athlete will proceed rapidly through the stepwise return to play strategy.

During this period of recovery in the first few days following an injury, it is important to emphasize to the athlete that physical AND cognitive rest is required. Activities that require concentration and attention may exacerbate the symptoms and result in a delayed recovery. This concept of “cognitive rest” appears to be of significant importance in student athletes.

The return to play following a concussion follows a stepwise process:

1. No activity, complete rest. Once asymptomatic, proceed to step 2.
2. Light aerobic exercise such as walking or stationary cycling, no resistance training.
3. Sport specific exercise (e.g., running) or progressive addition of resistance training.
4. Non-contact training drills.
5. Full contact training <u>after medical clearance</u>.
6. Game play.

With this stepwise progression, the athlete should continue to proceed to the next level if asymptomatic at the current level. If any post-concussion symptoms occur, the patient should drop back to the previous asymptomatic level and try to progress again after 24 hours.

In cases of complex concussion, the rehabilitation will be more prolonged and return to play advice should be more circumspect. It is recommended that complex cases be managed by physicians with a specific expertise in the management of such injuries.

An additional consideration in return to play is that concussed athletes should not only be symptom free but also should not be taking any pharmacological agents/ medications that may affect or modify the symptoms of concussion.

Neuropsychological testing is being used more frequently as a clinical assessment tool and provides objective measurement of cognitive function. Cognitive function may be impaired despite resolution of symptoms. Ideally, neuropsychological testing would be compared with pre-injury baseline testing.

Injuries where outside treatment/care is sought will require a medical clearance to return to competition.

REFERENCES:
Guskiewicz KM, et. al.: National Athletic Trainers' Association Position Statement: Management of Sport-Related Concussion. J Athl Train. 2004;39(3):280-297
Hering SA, et.al.: Selected issues for the adolescent athlete and the team physician: a consensus statement. Med Sci Sports Exerc. 2008;1997-2012
Hering SA, et. al.: Concussion (mild traumatic brain injury) and the team physician: a consensus statement. Med Sci Sports Exerc. 2006;395-399
McCrory P, et.al.: Summary and agreement statement of the 2nd international conference on Concussion in sport, Prauge 2004. Clin J Sport Med. 2005;15(2):48-55

NSAA/SEWARD HIGH SCHOOL ACTIVITY PARTICIPATION FORMS (See Appendix)

1. Seward Public Schools Adult Code of Conduct
2. Seward High School STUDENT & PARENT CONSENT FORM For InterScholastic Participation
    a. STUDENT & PARENT CONSENT SIGNATURE FORM – MUST BE RETURNED PRIOR TO PRACTICE
3. NSAA Student & Parent Consent Form
4. NSAA Guide for Students "Guarding your Eligibility"
5. PRE-PARTICIPATION PHYSICAL FORMS
    a. PRE-PARTICIPATION PHYSICAL EVALUATION (HISTORY FORM) – STAYS WITH PHYSICIAN
    b. PRE-PARTICIPATION PHYSICAL EVALUATION (EXAM FORM) – STAYS WITH PHYSICIAN
    c. PRE-PARTICIPATION PHYSICAL EVALUATION (CLEARANCE FORM – MUST BE RETURNED TO SHS BEFORE STUDENT WILL BE ALLOWED TO PARTICIPATE IN EXTRACURRICULAR ACTIVITIES)

Section 10 Varsity Sports Seasons

All interscholastic sports are divided into three seasons--fall, winter, and spring. The divisions of sports, the date of the first allowed organized practice, and the closing date of the season shall be as follows. No individual shall participate simultaneously in more than one sport per season. Athletes are not allowed to participate in activities outside the school while involved in the same activity in school. Cross Country/Road Races are specific examples. (Dates subject to changes)

FALL	FIRST DAY OF PRACTICE	CLOSE OF SEASON
Cross-Country	August 10	State Meet Oct. 23
Football	August 10	State Finals Nov. 23
Girls Golf	August 10	State Meet Oct. 12-13
Volleyball	August 10	State Meet Nov. 4-7

Softball	August 10	State Meet Oct. 14-19
Unified Bowling	October 19	State Meet Dec 7
WINTER	**FIRST DAY OF PRACTICE**	**CLOSE OF SEASON**
Girls Basketball	November 16	State Tourney March 3-6
Boys Basketball	November 16	State Tourney March 10-13
Boys Wrestling	November 16	State Meet Feb 18-20
Girls Wrestling	November 16	State Meet Feb 16-17
Bowling	November 16	State Meet Feb 8-11
SPRING	**FIRST DAY OF PRACTICE**	**CLOSE OF SEASON**
Boys Golf	March 2	State Meet May 26-27
Track	March 2	State Meet May 20-23
Unified Track	March 2	State Meet May 21
Soccer	March 2	State Meet May 11-16, 18-19
Baseball	March 2	State Meet May 15-16, 18-22

Section 11 Activity Participant Fees

1. All students participating in activities will be required to purchase a full year activity pass. This activity pass admits the student without charge to most regular season home activities during the school year. Exceptions include tournaments, the musical, and any Central Conference or NSAA District/State tournaments hosted by Seward High School. The cost of the pass to activity participants is $25. The Activity Pass must be purchased prior to the student's participation in activities.
2. Students will be charged a participation fee of $25 if they are involved in one or more NSAA sponsored activities during the school year. This fee will be placed in the student activity participation account for use at the discretion of the district for activity related expenses incurred by the district. The Activity Participation fee needs to be paid prior to the student's participation in activities

Section 12 School Dance Policy

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances

In addition to all rules of student conduct in the Student Handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend:
   a. Dances are intended for Seward High School students. Outside dates must be signed up in the office and approved by the administration prior to the dance.
   b. No dates 20 years or older will be approved. No middle school students are allowed to attend high school dances.
   c. All students who come to the dance are to stay inside. If students leave, they will not be readmitted.

d. Some school dances may be restricted to students attending specified grades levels at Seward High School.
e. Students who have been suspended from school or from extracurricular activities may not attend.
f. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
h. The administration reserves the right to exclude students due to behavior during school hours and lack of attendance at school.
i. Fines and Fees must be paid in the High School Office.
j. Community service hours must be completed for seniors to attend Prom.

2. Prohibited Substances:
   a. Alcoholic beverages, illegal drugs, and tobacco/vapor products are prohibited. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.
   b. Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance.
   c. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.
3. Appropriate Attire:
   a. Students and their guests should meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate.
   b. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing.
   c. It is advisable to check in advance of the dance with the Principal if you are uncertain about your attire.
4. Prom attire is expected to be formal:
   a. Attire should not cause a disruption to the event.
   b. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal if you are uncertain about your attire.
5. Dance Etiquette
   a. No touching when dancing back to front. (No Grinding)
   b. No actions deemed inappropriate or unsafe, such as mosh pits and crowd surfing.
   c. All music will be school appropriate.
   d. Failure to comply may result in removal from the dance.

State and Federal Programs

Section 1 Notice of Nondiscrimination

The Seward Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status in the admission, access to its facilities or programs or activities, treatment, or employment.

Section 2 Designation of Coordinators

Any person having concerns or needing information about the District's compliance with anti-discrimination laws or policies should contact the District's designated Coordinator for the applicable anti-discrimination law.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

The Coordinator may be contacted at: Superintendent, 410 South Street, Seward, Nebraska 68434, telephone number (402) 643-2941.

Section 3 Anti-discrimination & Harassment Policy

Elimination of Discrimination. The Seward Public Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination of Students.

Purpose: Seward Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, Seward Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination.It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment.

Sexual harassment may exist when: Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures: Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to their satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Seward Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good

faith a violation of this policy.

Section 4 Multicultural Policy

The philosophy of the District's multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

Section 5 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973

The following is a description of the rights granted to qualifying students with disabilities under Section 504 of the Rehabilitation Act. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities which are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if The setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's Identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent.)
11. File a local grievance.

Section 6 Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise

them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility. Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

   Family Policy Compliance Office
   U.S. Department of Education
   400 Maryland Avenue, S.W.
   Washington, D.C. 20202-4605

Notice Concerning Directory Information

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in Seward Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that they do not want information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education

records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Notice Concerning Designation of Law Enforcement Unit: The District designates the Seward Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Section 7 Notice Concerning Disclosure of Student Recruiting Information

The No Child Left Behind Act requires that the District provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the District not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. The District will comply with any such request.

Section 8 Notice Concerning Staff Qualifications

The No Child Left Behind Act gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, the District will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, the District will give timely notice to you if your child has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet the requirements of the Act.

Section 9 Student Privacy Protection Policy

It is the policy of Seward Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and places as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. "Personal information" for purposes of this policy means individually identifiable information about a student including: a student or parent's first and last name, home address, telephone number, and social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate date from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there

is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District provides parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student’s parent;
2. Mental or psychological problems of the student or the student’s parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships,such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the students or the student’s parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

Section 10 Parental Involvement Policies

A. General - Parental/Community Involvement in Schools:

Seward Public Schools welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is the District's policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.
3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities will be based on the students' well-being.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing,classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.
9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

B. Title I Parental Involvement Policy: The District's Title I Parental Involvement Policy is established in compliance with the No Child Left Behind Act. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of the District that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring–(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

1. Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
2. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
5. Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
6. Involving parents in the activities of the schools served under Title I.

Policy Involvement:
Each school served under the Title I program will:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.
2. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, child care, or home visits.
3. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
4. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
5. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High Student Academic Achievement:
As a component of the District's parental involvement policy, each school served under the Title I program will jointly develop with parents for all children served under the Title I program a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their

child's class, and observation of classroom activities.

Building Capacity for Involvement:
To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility*:*
In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy:
This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

Section 11 Homeless Students Policy

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as

homeless.

Homeless Coordinator: The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children: A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian as provided in Nebraska Rule 19.

If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. The process to resolve disputes concerning the enrollment or placement of a homeless child or youth is as follows:

1. The district shall provide a written response and explanation of a decision regarding any complaint or dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth within thirty (30) calendar days of the time such complaint or dispute is brought;
2. The enrollment of the homeless child or youth in the school where enrollment is sought during the time such dispute is being considered;
3. And notice of the right to appeal as provided in Nebraska Rule 19.

Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner of the Nebraska Department of Education within thirty (30) calendar days of receipt of the decision. Such appeals are informal and shall be submitted to the Commissioner in writing, as outlined in Nebraska Department of Education Rule 19, Section 005.03. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child,

or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the District, and the homeless child continues to live in the District, transportation to and from the school of origin shall be provided by the District; and (2) if the homeless child lives in a school other than the District, but continues to attend the [Name] Public Schools based on it being the school of origin, the new school and [Name] Public Schools shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

Section 12 Breakfast and Lunch Programs

The school cafeteria is maintained as a vital part of the health program of the school. To encourage good nutrition, a well-balanced lunch is offered at a reasonable price.

- Food Service Prices: Lunch: HS **$3.60 Breakfast $2.35**

Seward Public Schools has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. Seward Public Schools provides the United States Department of Agriculture required nondiscrimination statement:

> In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
>
> Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
>
> To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
>
> (1) Mail: U.S. Department of Agriculture
>
> Office of the Assistant Secretary for Civil Rights
>
> 1400 Independence Avenue, SW
>
> Washington, D.C. 20250-9410;
>
> (2) Fax: (202) 690-7442; or
>
> (3) Email: program.intake@usda.gov.
>
> This institution is an equal opportunity provider.

This institution is an equal opportunity provider.

The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities the school food authority:

1. Agrees to serve meals free to children from families whose income meets eligibility guidelines.
2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.

3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to: Work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to be continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:
    a. A publicly-announced, simple method for making an oral or written request for a hearing.
    b. An opportunity to be assisted or represented by an attorney or other person.
    c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
    d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
    e. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
    f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
    g. The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference.
    h. The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official.
8. Agrees to designate the Superintendent to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.
9. Agrees to develop and send to each child's parent or guardian a letter as outlined by the State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.

    The following information will be available in the office of the Superintendent:
    - Eligibility criteria for free and reduced meals
    - Parent letter and application
    - Public release
    - Collection procedure

Section 13 Asbestos Management Plan

Federal law requires districts to have an asbestos management plan for all of its buildings—owned or leased—and to update it periodically, among other requirements for inspections and training if staff work in buildings which contain or may contain asbestos. The asbestos plan for the high school can be found at the Seward Maintenance Office located at 2401 Karol Kay Blvd. Seward, NE 68434

Section 14 Title IX

The School District of Seward Board of Education has adopted policy 3057 which can be found at https://www.sewardpublicschools.org/pages/policy/3057.pdf regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy is attached to this letter.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both. The Title IX coordinator for Seward Public School is Dr. Matt Dominy. Dr. Dominy can be contacted at 402-643-2941 or matt.dominy@sewardschools.org.

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Appendix

Acknowledgement of Parent-Student Handbook
Seward Public Schools Adult Code of Conduct
Seward High School Activities Consent Form
Nebraska School Activity Association ("NSAA") Student and Parent Consent Form
NSAA Guidelines for Student Activities
Physical Forms

2026-2027 Parent-Student Permission Information Record Sheet

Please check all appropriate responses, sign the signature lines, and return to the school office. All forms are due back five (5) school days after you have received them. The parent(s)/guardian(s) and child's signatures and checked responses are the only signatures required for the below listed forms.

Printed Student's Name_____Grade Level _____

STUDENT-PARENT HANDBOOK RESPONSE SHEET

- ☐ Yes, I hereby acknowledge that the current Student Handbook is available on line on the www.sewardpublicschools.org district website. Hard copies of the student handbook are available only by request from the front office. I have reviewed the handbook with my student (s), including the behavior guidelines, student conduct, attendance rules, discipline rules, expulsion procedures, extracurricular activities and information about Safe and Drug Free Schools. The undersigned, as student, agrees to follow such conduct and rules. Signing below acknowledges receipt of the student handbook in a satisfactory manner via the internet.

EXCURSION PERMISSION

- ☐ Yes, I hereby give permission for my child to accompany his/her teacher on excursions to another SPS site or on trips limited to a class lesson/period. All other trips will require a specific permission slip.
- ☐ No, I do not give permission for my child to accompany his/her teacher on excursions to another SPS site or on trips limited to a class lesson/period. All other trips will require a specific permission slip.

PICTURE – NEWS RELEASE

- ☐ Yes, I hereby give permission for my child to be photographed, filmed, or videotaped for use by Seward Public Schools.
- ☐ No, I do not give permission for my child to be photographed, filmed, or videotaped for publication.

HEALTH CONDITIONS

- ☐ I give permission for any relevant health information of my child, necessary for educational planning and/or student safety, to be shared among appropriate school personnel.

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT

- ☐ Yes, I have read and I understand the School District's Acceptable Use, Chromebook Policies/Procedures and Internet Safety Policy. I agree to follow the District's rules and regulations set forth in the Policy. I understand that failure to follow the District's Acceptable Use and Internet Safety Policy will result in appropriate disciplinary action that may include loss of computer access privileges, out-of-school suspension and/or expulsion.

PARENT(S)/GUARDIAN(S)

- ☐ Yes, I have read and I understand the School District's Acceptable Use, Chromebook Policies/Procedures and Internet Safety Policy. I accept full responsibility for my child's use of any District technology resources, including any use of District means of access to the Internet that may occur outside the District's schools. I understand that my child's failure to follow the District's Acceptable Use and Internet Safety Policy will result in appropriate disciplinary action that may include loss of computer access privileges, out-of-school suspension and/or expulsion.

Student's Signature _____Date: _____

Parent's Signature _____Date: _____

Seward Public Schools Adult Code of Conduct

Athletic programs play an important role in promoting the physical, social, and emotional development of our children. It is essential for parents/guardians to encourage athletes to embrace the values of good sportsmanship. In order to do this, adults involved or attending athletic events should be models of good sportsmanship and should lead by example by demonstrating fairness, respect and self control.

- I therefore pledge to be responsible for my words and actions while attending a Seward Public School event and will conform my behavior to the following Code of Conduct.
- I/we will encourage good sportsmanship by demonstrating positive support for all players, cheerleaders, coaches and officials at every game, meet, practice or other event.
- I/we will place the emotional and physical well-being of my athlete ahead of my personal desire to win.
- I/we will support coaches and officials working with my athlete(s), in order to encourage a positive and enjoyable experience for all.
- I/we will demand a sports environment free from drugs, tobacco, and alcohol and will refrain from use at all athletic activities.
- I/we remember that the activity is for the athletes--not the ADULTS.
- I/we will do my/our best to make the activity fun for the athletes.
- I/we will ask my athlete to treat other players, cheerleaders, coaches, fans, parents and officials with respect regardless of race, creed, sex or ability.
- I/we agree not to deliberately incite or participate in “unsportsmanship like” conduct at any athletic event.
- I/we agree not to use abusive or profane language at any time at any athletic event.
- I/we agree not to criticize, belittle, antagonize, berate, or otherwise incite the opposing team, its players, coaches, cheerleaders or fans by word of mouth or gestures.
- I/we agree not to criticize, belittle, antagonize, berate, or otherwise incite the opposing team, its players, coaches, cheerleaders or fans by the use of social media (e.g., Facebook, Snapchat, Twitter, etc.).
- I/we agree to accept decisions of the game officials, judges, as being fair and called to the best of their ability.
- I/we agree to follow the proper chain of command when having a complaint or voicing my opinion regarding a concern within the Seward athletic program. The chain is:
    - **A.** Coach
    - **B**. Head Coach/Cheer Director
    - **C.** Activities Director
    - **D**. Request a meeting with the Administration.
- I/we agree to take responsibility for any actions that violate this code of conduct by a guest or relative attending a Seward activity event.
- I/we understand that any act of disrespect from a parent/fan directed towards game officials/judges, players or coaches, fans from either team or creating a disturbance either in the stands or on the playing field may result in an ejection from the contest and suspension for a longer period of time from Seward activities.
- I/we understand by signing this we have read this Code of Conduct and understand what it means to be a good role model for Seward athletes.

Name(s) _____Date_____

Name(s) _____Date_____

Seward High School Student And Parent Consent Form For Interscholastic Participation

I, _____ (**Student's Name)** request to participate in Seward High School interscholastic activities in the 2026-2027 school year. In making this request, Student states: This application to participate in interscholastic activities for the Seward High School is entirely voluntary on my part. I have read the eligibility rules and regulations of the Nebraska School Activities Association and the rules and regulations of Seward High School. I am not in violation of such rules.
(I am)(We are) the Student's parent or guardian ("Parent") and hereby give consent for the Student to participate in Seward High School interscholastic activities in the 2026-2027

school year.

Parent and Student hereby give the following statements, agreements and consents:

WARNING OF RISK: I realize that participation involves the potential for injury which is inherent in all interscholastic activities. Even with the protective equipment, safety rules and instruction and direction of coaches and sponsors that are provided, injuries are still a possibility. The severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord, and on rare occasions, injuries so severe as to result in total disability, paralysis and death. *I acknowledge that I have read and understand this warning.*

MEDICAL: Parent is responsible for any professional medical and/or related services; the school shall not be liable for payment of such services. Parent and Student give permission to any and all of the Student's health care providers to release and discuss all records and information such health care providers may have about Student (including otherwise confidential medical information and records) to Seward High School and its employees, staff, agents, and consultants. Parent and Student further give permission to Seward High School, its employees, staff, agents, and consultants, to release and discuss all records and information it has (including otherwise confidential medical information or records) to Student's health care providers and to others as Seward High School may determine appropriate for the purposes of determining activity eligibility, fitness or injury status, or to respond to an emergency.

INSURANCE: I acknowledge that insurance coverage is recommended for all participants. The expense of insurance coverage is Parent's responsibility. Information regarding insurance is available in the Athletic Director's office.

INJURY REPORTING: Parent and Student agree to report to coaches and trainers any injury whatsoever suffered by Student before, during or after the season, practice or games, whether such injury occurred as a part of participation in the extra-curricular activity, or outside of such activity.

ELIGIBILITY RULES: The major rules and regulations governing Student's eligibility to participate in interscholastic activities have been disclosed to Student and Parent. I have read the Nebraska School Activities Association rules of eligibility for participation in interscholastic activities, including the parent domicile, student transfer and scholastic rules. I understand that activity participants must be enrolled in at least 20 hours per week, be regular in attendance, and have on school records a minimum of 20 hours credit for the immediate preceding semester. Seward High School includes additional eligibility requirements as set forth in the Student-Parent Handbook. **TRANSPORTATION**: I understand the activity may be conducted at a location other than Seward High School. In some instances Seward High School will not provide transportation to the activity. In such cases transportation to the site is the responsibility of Parent and Student. I understand that Seward High School is not responsible when students are provided transportation by a private vehicle driven by others.

GOOD SPORTSMANSHIP: I understand good sportsmanship is essential to the success of the activity program. A failure to follow the principles of good sportsmanship or other inappropriate behavior may result in removal from the contest and may result in suspension from attending future contests or activities.

RELEASE OF INFORMATION: I consent to academic information including grade point average, class rank and any academic awards/recognition received by Student to be released. Most typically this information will be used for the purpose of recognizing excellence in both athletics and academics and released for publication in newspapers, school publications and for awards banquets or assemblies, all-conference or all-state awards.

UNIFORM/EQUIPMENT RETURN: I agree to return all uniforms and equipment issued to me promptly on request and upon the ending of my participation in good condition; subject to wear and tear that occurs from normal use. I accept financial responsibility for the return of items assigned to Student and agree to reimburse the school the actual replacement value of the items in the event that they are not returned or are damaged, and for cost of repairs if they can be repaired. I understand that failure to reimburse the school in a timely fashion could affect extracurricular activity eligibility.

ACTIVITY CODE: The Seward High School Student-Parent Handbook includes an Activity Code that sets out rules of behavior. Student agrees to comply with the Activity Code. In the event I am uncertain as to whether particular behavior or conduct would violate the Activity Code, I understand that I should ask the Athletic Director for advice before engaging in the behavior or conduct. I agree that participation in extracurricular activities is a privilege that may be denied by suspension or other discipline if Student does not comply with the Activity Code.

I agree that the Activity Code is a set of school rules and are not to be interpreted the same way as a criminal code. As such, I agree that the rules are subject to interpretation by school officials. I also agree that school officials may determine that a violation of the Activity Code has occurred when school officials reasonably determine from whatever information they find credible that the Student engaged in the conduct in question. School officials may determine that a violation of the Activity Code has occurred even though a criminal charge related to the conduct is still pending and even if Student has been found not guilty or the criminal charge has been otherwise dismissed.

_____ _____

(Signature of Parent/Guardian) (Signature of Student)

Date: _____ Date: _____

Nebraska School Activities Association ("NSAA") Student and Parent Consent Form

School Year: 20___-20___ Member School: _____
Name of Student: _____
Date of Birth: _____ Place of Birth:_____

The undersigned(s) are the Student and the parent(s), guardian(s), or person(s) in charge of the above named Student and are collectively referred to as "Parent".

The Parent and Student hereby:

(1) Understand and agree that participation in NSAA sponsored activities is voluntary on the part of the Student and is a privilege;

(2) Understand and agree that (a) by this Consent Form the NSAA has provided to the Parent and Student of the existence of potential dangers associated with athletic participation; (b) participation in any athletic activity may involve injury of some type; (c) the severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord, and on rare occasions, injuries so severe as to result in total disability, paralysis and death; and, (d) even the best coaching, the use of the best protective equipment and strict observance of rules, injuries are still a possibility;

(3) Consent and agree to participation of the Student in NSAA activities subject to all NSAA by-laws and rules interpretations for participation in NSAA sponsored activities, and the activities rules of the NSAA member school for which the Student is participating;

(4) Consent and agree to (a) the disclosure by the Member School at which the Student is enrolled to the NSAA, and subsequent disclosure by the NSAA, of information regarding the Student, including the student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., full-time or part-time), participation in officially recognized activities and sports, weight and height as a member of athletic teams, degrees, honors and awards received, statistics regarding performance, records or documentation related to eligibility for NSAA sponsored activities, medical records, and any other information related to the Student's participation in NSAA sponsored activities; and, (b) the Student being photographed, video taped, audio taped, or recorded by any other means while participating in NSAA activities and contests, consent to and waive any privacy rights with regard to the display of such recordings, and waive any claims of ownership or other rights with regard to such photographs or recordings or to the broadcast, sale or display of such photographs or recordings.

I acknowledge that I have read paragraphs (1) through (4) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletic activities.

DATED this ____ day of _____, _____.

_____ _____
Name of Student [Print Name] Student Signature

(I am)(We are) the Student's [circle appropriate choice] (Parent) (Guardian). (I)(We) acknowledge that (I)(We) have read paragraphs (1) through (4) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletic activities. Having read the warning in paragraph (2) above and understanding the potential risk of injury to my Student, (I)(we) hereby give (my)(our) permission for _____ [insert student name] to practice and compete for the above named high school in activities approved by the NSAA, **except those crossed out below:**

Baseball	Golf	Tennis	Play Production	Basketball	Swimming/Diving
Track	Football	Speech	Cross Country	Soccer	Volleyball
Music	Softball	Wrestling	Debate	Journalism	

DATED this ____ day of _____, _____.

_____ _____
Parent [Print Name] Parent Signature



Guard Your Activities Eligibility



IN ORDER TO REPRESENT A NEBRASKA HIGH SCHOOL IN INTERSCHOLASTIC ACTIVITIES COMPETITION, A STUDENT MUST ABIDE BY ELIGIBILITY RULES OF THE NEBRASKA SCHOOL ACTIVITIES ASSOCIATION. A SUMMARY OF THE MAJOR RULES IS GIVEN BELOW. CONTACT THE PRINCIPAL OR ACTIVITIES DIRECTOR FOR AN EXPLANATION OF THE COMPLETE RULE.

2.2.1-Student must be a bonafide student of their member school and have not graduated from any high school.

2.2.2-After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.

2.3-Student is ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.)

2.4.1-Student must be enrolled in some high school on or before the eleventh school day of the current semester.

2.5.1-Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.

2.5.2-Student must have been enrolled and received twenty hours in school the immediate preceding semester.

2.6.2.1-Guardianship does not fulfill the definition of a legal parent. If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.

2.6.3-A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days.If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, he/she has established his/her eligibility at the highschool where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

Student eligibility related to domicile can be attained in the following manners:

2.6.9.1-If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.

2.6.9.2-If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.

2.6.9.3-If a student elects to remain at the high school where he/she initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.

2.6.10-If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.

2.7.7-Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall. Those students whose name does NOT appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

2.7.8-Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2026-2027 school year prior to May 1, 2026; for the student to be eligible. The school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2026. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students, who did not have their enrollment forms signed, delivered and accepted prior to May 1, 2026, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

3.5 / 3.1-Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.

3.5.1-During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. *(Refer to 3.5.1.1 for exceptions in Swimming & Diving.)

3.6-A student shall not participate on an all-star team while a high school undergraduate.

3.7-A student must maintain his/her amateur status.

PREPARTICIPATION PHYSICAL EVALUATION
HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

_____

_____

_____

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food ☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	**Yes**	**No**
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	**Yes**	**No**
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	**Yes**	**No**
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

_____

_____

_____

_____

_____

_____

_____

_____

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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I hereby give permission for the release of the attached student medical history and the results of the actual physical examination to the school for the purposes of participation in athletics and activities.
Parent or Legal Guardian Signature _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION
THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

1. Type of disability		
2. Date of disability		
3. Classification (if available)		
4. Cause of disability (birth, disease, accident/trauma, other)		
5. List the sports you are interested in playing		
	Yes	**No**
6. Do you regularly use a brace, assistive device, or prosthetic?		
7. Do you use any special brace or assistive device for sports?		
8. Do you have any rashes, pressure sores, or any other skin problems?		
9. Do you have a hearing loss? Do you use a hearing aid?		
10. Do you have a visual impairment?		
11. Do you use any special devices for bowel or bladder function?		
12. Do you have burning or discomfort when urinating?		
13. Have you had autonomic dysreflexia?		
14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness?		
15. Do you have muscle spasticity?		
16. Do you have frequent seizures that cannot be controlled by medication?		

Explain "yes" answers here

_____

_____

_____

_____

_____

Please indicate if you have ever had any of the following.

	Yes	**No**
Atlantoaxial instability		
X-ray evaluation for atlantoaxial instability		
Dislocated joints (more than one)		
Easy bleeding		
Enlarged spleen		
Hepatitis		
Osteopenia or osteoporosis		
Difficulty controlling bowel		
Difficulty controlling bladder		
Numbness or tingling in arms or hands		
Numbness or tingling in legs or feet		
Weakness in arms or hands		
Weakness in legs or feet		
Recent change in coordination		
Recent change in ability to walk		
Spina bifida		
Latex allergy		

Explain "yes" answers here

_____

_____

_____

_____

_____

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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PREPARTICIPATION PHYSICAL EVALUATION
PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____ Weight _____	☐ Male ☐ Female	
BP ____ / ____ (____ / ____) Pulse _____	Vision R 20/ _____ L 20/ _____	Corrected ☐ Y ☐ N
MEDICAL	**NORMAL**	**ABNORMAL FINDINGS**
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart[a] • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only)[b]		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic[c]		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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PREPARTICIPATION PHYSICAL EVALUATION
CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
  Reason _____

Recommendations _____

_____

_____

_____

_____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

_____

_____

_____

_____

_____

Other information _____

_____

_____

_____

_____

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Seward Elementary Student Handbook



2026-2027

Principal's Message

Welcome to Seward Elementary and the 2026-2027 school year! We have prepared this handbook so that you may know a little more about our school and its policies and procedures. (Board Policy 5034) It will help us establish positive lines of communication and work together effectively. Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education. Throughout the year, additional information will be made available to you through newsletters, Bluejay Alerts, and the school website (www.sewardpublicschools.org). If you have any questions or concerns, please do not hesitate to call or visit the school. Our goal at Seward Elementary is to provide the best educational opportunities possible for each child. By partnering with you, this goal can be accomplished!

Jessica Dominy, Principal

Intent of Handbook

This handbook is intended to be used by students, parents, and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word "parents" refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

Although the information in this handbook is detailed and specific on many topics, it is not intended to be all-encompassing or to cover every situation and circumstance that may arise during a school day or school year. This handbook does not create a "contract" with parents, students, or staff, and the administration may make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based on applicable school district policies, and state and federal statutes and regulations.

Arrival Time for Students

School begins each day at 8:15 a.m. No adult supervision is provided before 7:45 a.m. Please do not drop off students before 7:45 a.m. For the safety of the children, please follow the procedures for student drop off and parking of vehicles. Building entry time is at the discretion of the supervising adults. Children will proceed to the commons area for breakfast or to the gym for the walk-a-thon.

Absence and Tardiness

Parents are asked to call the office if their child is going to be absent on a particular day. This call will let the school know that the absence is not a truancy or that the student might have experienced difficulties on the way to school. Once the call is made, a written note will not be needed when the student returns to school. If the office does not receive a call by 9:00 a.m., the office personnel will call to check on the absence.

Children not present in school are counted absent regardless of the reason for the absence. If they are in attendance for 4 hours, they will be counted as present for the day. Two hours of attendance will be recorded as a 1/2 day. Children late for school are counted tardy, even if the reason is a doctor or dentist appointment. Tardiness and absence for these reasons are perfectly legitimate and often necessary, but they must be counted. Students will be counted tardy after 8:15 a.m. (Board Policy 5001)

Closed Campus
Children must remain on the school premises during the noon hour and at all other times during the day except with prior written parental permission.

Birth Certificates
All new enrolling students are required by state law to provide a certified copy of the student's birth certificate or other reliable proof of the student's identity and age accompanied by an affidavit explaining the inability to produce a copy of the birth certificate. There is a thirty day period in which this may occur. Failure to comply shall cause the school district to notify the parents or guardian in writing. If after ten days, compliance has not occurred, the school is required to report the matter to the local law enforcement agency.

Parental Custody Information
It is the responsibility of the parent with whom a student resides to keep the Elementary Principal informed about which parent has custody of the child and about any visitation restrictions of the noncustodial parent. If the noncustodial parent is restricted from contact with a student, a court order to this effect must be on file at the school. The school will make every effort to ensure that such visitation restrictions are carried out. However, the school cannot accept the responsibility for the child once he/she leaves the school premises. Reports of student progress and other informational documents will be given to both parents when requested. (Board Policy 5020)

Dismissal
Children who are not waiting for a ride are to leave the school grounds immediately after dismissal. Children will not be excused from school before dismissal time without a note or phone call from their parents. Please instruct your child never to leave school with a stranger. Parent permission is needed if your child is to leave the school with someone who does not routinely pick up the child. Grade levels dismiss at the following times:

- ☐ Kindergarten: 3:10 p.m.
- ☐ 1st & 2nd grades: 3:12 p.m.
- ☐ 3rd & 4th grades: 3:17 p.m.

Parents should make every attempt to pick up their students in a timely and reasonable manner. Teachers and/or other adults will supervise students until parents arrive. However, teachers do have other responsibilities after school such as curriculum work, team meetings, staff meetings, etc. Therefore, if an emergency occurs or if for another reason children will be picked up late, the school needs to be notified.

After-School Safety
Insist that your child obey traffic signals. Parents who pick students up after school should park single file on the north side of the circle drive or in the visitor's parking. Parents who park

in the diagonal spaces are asked to walk to the holding area to get their child. Students will not be permitted to walk between parked cars. Buses pick up children on the west side of the building and all other traffic should avoid that area. Student pick up on the north side of the building is discouraged as supervision is not provided. This area is designated for special education transportation only.

Change of Address
Parents should notify the teacher or office immediately of any changes in address, phone number, or family doctor. All unlisted numbers will be kept confidential.

Health
A physical inventory is made of every student during the school year by the School Nurse, and the findings recorded on the permanent record. (Board Policy 5010, 5011 and 5059) Parents will be mailed a written notice of any concerns or symptoms found, and are urged to correct them as soon as possible. The school DOES NOT diagnose or treat an illness or injury. Our policies are:

- ☐ First-aid is provided for sudden illness or injury.
- ☐ The school's obligation continues until the emergency has been placed in the care of the family or physician of their choice.
- ☐ Treatment of injuries occurring outside school jurisdiction are not the responsibilities of school employees.
- ☐ Exclusion of children: having a fever with a suspected contagion, symptoms of vomiting and/or diarrhea, headaches, head lice, etc. Students need to be fever free, without the use of medication for 24 hours before coming back to school.
- ☐ Any pupil with a rash must be excluded until the disappearance of the rash and any other symptoms. If the parent has consulted the family physician and he/she recommended readmission with a written notice to this effect, then admittance is acceptable.

Sending medications with your child is discouraged. Generally, if children are sick enough to be taking medicine they should stay home. At the suggestion of the Nebraska School Health Policies, our school system has implemented the use of a "medication permission" sheet. This is simply signed permission from the parent or guardian requesting the school district to comply with a physician's order for a student required to take medication during the regular school day. If your child needs to have medicine at school, please stop in the nurse's office to complete and sign this form. This would be used to administer prescription and nonprescription medication. (Board policy 5023 and 5024)

Nebraska schools have a duty under state law to provide a quality health screening program to all students in attendance. The purpose of the health screening is to identify those students needing further evaluation or assistance in the areas screened. A health screening or health inspection is not diagnostic. Screening to be performed includes height/weight, near and distant vision, hearing and dental screening. Health screening takes place in the fall and results that require further follow-up will be communicated with parents.

Please note the 2026-2027 immunization information included in this packet.

Communicable Diseases
Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173-Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition, please call (402) 643-2968.

Lice (Pediculosis)
Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice or louse eggs the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately. Students will not be permitted to return to school until the district finds that no live lice or eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined. The student cannot ride the school bus until the district has cleared the student to return to school.

First-Aid
First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

Lunches
A supervised lunch room is maintained for children who eat hot or cold lunch at school. However, those students who are unable to conduct themselves properly during the lunch period will be required to eat lunch elsewhere. Lunch money must be brought to the office by 8:20 a.m. and the lunch count taken by teachers so that the food service will know how many lunches to prepare. Please call in the lunch order if you know your child will be late for lunch count.

2026-2027 Food Service Prices:

- ☐ Lunch: Students PreK-4: $3.55
- ☐ Breakfast: Students PreK-4: $2.45
- ☐ Milk: $0.60

Students are not allowed to bring soda (pop) or energy drinks as a part of their cold lunch. The soda will be removed by one of the adult supervisors. Suitable alternatives are: fruit juice box, bottled water, purchase of milk, or drinks from the school's water fountain. Lunch from fast food restaurants is not permitted.

At the end of the school year, all lunch and/or milk charges must be paid. Report cards will be held until the charges are paid. A remaining lunch balance will transfer to the next school year and/or building.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis

of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Meal Program Charges

The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program. The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Meal Charge Policy. The district will notify students and their families of the policy for Charged Meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates. Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided to all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy. The district's policy on charged meals is: If a student has no funds available to pay for a meal, the student will be permitted to charge up to $20.00. Students will not be allowed to purchase a la carte items if they have a negative balance. If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal

program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law. Collection of Delinquent Meal Charge Debt The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

Playground
Children need to play outside. Parents' cooperation in seeing that children dress according to the weather is requested. In most cases if children are not well enough to play outside, they are not well enough to be in school. A child who must remain indoors due to an injury should bring a note daily to that effect. Otherwise, the teacher's judgment will be used.

Physical Education
All students must participate in physical education. If any limitation is to be placed on participation in physical education, a written statement from the parent will be honored for two successive physical education classes. If the student is to be excused further, a doctor's statement must be received stating the reason for and duration of the excused absence. The statements will be made a part of the student's record. Ordinarily students who have any limitation placed on their physical education activity will be excused for the entire period.

Athletic Shoes
For safety reasons and to prevent injury, each child needs to wear athletic shoes during physical education classes. If athletic-type shoes are not worn to school, a pair of athletic shoes needs to be brought along for P.E. and kept at school. Children without athletic shoes or shoes not approved by the physical education teacher will not participate in P.E. class. Socks need to be worn as well.

Staying after School
On occasion a student may be required to stay after school to make up work or for discipline reasons. Parents will be notified in advance.

Homework
Homework is a learning activity related to the experience within the school. Its purposes are to supplement and to enrich work done in the classrooms. Homework should be assigned following the building homework guidelines. (Board Policy 6017)

Bicycles, Skateboards, Scooters & Heelys
Students are to park their bikes in the appropriate racks. Under no circumstances are students to borrow or tamper with bicycles that are not their own. Bicycles are not to be ridden on the playground or on the sidewalks on the school grounds (this includes before and after school). Skateboards, roller blades, scooters and Heelys are not to be brought to school.

Building Discipline

(Board Policy 6024)-Student Discipline-available upon request or can be accessed online at https://www.sewardpublicschools.org/vnews/display.v/SEC/Our%20District%7CSchool%20Board%3E%3EPolicies

Possession of cell phones and other electronic communication devices, including smart watches, in schools is discouraged. If it is necessary for a student to have a cell phone in school, the following rules apply:

- ☐ The cell phone/electronic communication device (including smart watches) will be turned off during the school day.
- ☐ The cell phone/electronic communication device (including smart watches) is out of sight during the school day (in a book bag).
- ☐ The only time the cell phone/electronic communication device can be used is outside of the school day and the student must be outside the school buildings.
- ☐ Students are responsible for their own phone/electronic communication device at all times, even if it is taken from someone to whom they have loaned it.
- ☐ By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable and necessary.

If any of these rules are violated, the cell phone/electronic communication device will be taken from the student by a school employee and turned into the principal's office. A parent must pick the phone up at the school office.

If a parent needs to be in contact with a student, please call the office at (402) 643-2968 and we will be happy to share the message.

Students who bring, use, possess, sell, share, or distribute any of the items listed below face consequences, suspension and/or possible expulsion:

- ☐ Electronic nicotine delivery systems or products, Cigarette, or other tobacco products
- ☐ Alcohol
- ☐ Prescription medication (must be kept in office)
- ☐ Illegal drugs, substances used to simulate drugs or drug paraphernalia
- ☐ Over the counter medications except for personal use in office with parent approval.

Sexual Harassment

Sexual harassment will not be tolerated and will be dealt with as outlined in the District policy. Sexual harassment is defined as any unwanted or unwelcome visual, verbal or physical sexual behavior that is offensive to another person. (Board Policy 4014 and 5027)

Anti-Bullying Policy

One of the missions of the School District of Seward is to provide a physically safe and emotionally secure environment for all students and staff. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others. The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or

electronic abuse. The school district shall review the anti-bullying policy annually. (Board Policy 5054)

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators will consider these definitions when determining whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying
Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform Safe2Help to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations
School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Youth Assistance Program (YAP)
The Youth Assistance Program (YAP) operates in the Elementary School. The purpose of YAP is as follows: 1) to identify students with high-risk behaviors, 2) to connect students and their families with sources of assistance, and 3) to support students in the school environment. If parents/guardians have any questions, they should contact the elementary office to speak with the principal or the guidance counselor.

Wellness 4 All
The Wellness 4 All program operates in the elementary school. This program utilizes a mental health professional to work with students who are struggling with trauma, mental health issues, and more. If you would like information about this program, please contact the principal.

Alcohol and Illicit Drug Use Prohibited
The Board of Education expressly prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by school employees, volunteers, and students on school property or at any school sponsored event or activity; further, any employee, volunteer, or student found to be under the influence of alcohol or illegal drugs, while on school property or at a school sponsored event or activity will be subject to disciplinary measures. Moreover, the board authorizes and directs school administrators or their representatives to discipline employees, volunteers or students, consistent with pertinent state and federal law, for any violations of this policy.

Discipline for employees may extend to a recommendation for dismissal. While the board does not sponsor directly rehabilitative services, it reserves the right to require that any disciplined employee undergo rehabilitation as a condition to continued employment. Discipline for any adult volunteers may include removal from the volunteer position. Discipline for students may include suspension, expulsion, and/or a referral to a rehabilitative agency. Information on area agency rehabilitative services may be obtained from any of the school counselors.

The board will implement and support curricular materials and activities that teach about the harmful effects of alcohol and illegal drugs and serve as prevention and intervention programs.
(Board Policy 4002)

District Responsibilities for Communicating with Parents
Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Other pertinent information will be communicated to parents by mail or by personal contact. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school.

Care of School Property
The School District provides needed textbooks, workbooks, library books and athletic equipment without charge. This necessitates that all students assume full responsibility for those items issued to them. Fines will be made for the replacement cost of the books and equipment if lost or damaged.

Cheating, Plagiarism, and Academic Dishonesty
Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form. Prohibited behavior includes:

- ☐ Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- ☐ Lying.
- ☐ Copying another person's work or answers.
- ☐ Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- ☐ Taking or receiving copies of a test without the permission of the teacher.
- ☐ Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- ☐ Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- ☐ Submitting work or any portion of work completed by another person.
- ☐ Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- ☐ Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty is subject to discipline, up to and including expulsion.

Library Books

Books will be checked out for two weeks. Pupils will be charged for damaged or lost library books. Additional books will not be checked out until the previous overdue books are returned. Books will be considered lost if they are not returned after 4 weeks. At the end of the school year, report cards will be held until restitution is made.

Use of District Technology

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

Student Expectations in the Use of the Internet

A. Acceptable Use
   1. Students may use the Internet to conduct research assigned by teachers.
   2. Students may use the Internet to conduct research for classroom projects.
   3. Students may use the Internet to gain access to information about current events.
   4. Students may use the Internet to conduct research for school-related activities.
   5. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use
   1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
   2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
   3. Students shall not use email, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
   4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
   5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
   6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
   7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
   8. Students shall not erase, rename, or make unusable anyone else's computer files, programs or disks.
   9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
   10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.

11. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not falsify electronic mail messages or web pages.

(Board Policy 5037)

Emergency Contact Information

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes during the school year.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Dr. Shannon Hall-Schmeckpeper at 402-643-2968 (phone number), shannon.hallschmeckpeper@sewardschools.org (e-mail address) or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Dr. Matt Dominy at 402-643-2986 (phone number), matt.dominy@sewardschools.org (e-mail address), or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Superintendent at 402-643-2941 (phone number), josh.fields@sewardschools.org (e-mail address) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Student Fees Policy

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes specific student fees and/or materials required. Elementary students might be required participants of this policy in one area: field trip fees. (Board Policy 5045)

Conferences and Reports to Parents

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences at the end of the first quarter and during the third quarter. In addition to formal conferences, classroom teachers will communicate with parents as necessary. Parents are encouraged to communicate with their student's teacher or the building principal to discuss parental concerns, student needs or any other issue.

Classroom Assignments
Students will be assigned to a particular teacher at the discretion of the building administrator. The administrator will seek input from previous teachers and specialists to ensure the most appropriate placement.

Retention
Students who do not perform to their capabilities may be retained. The following procedures will be utilized:

1. At the end of the first semester, the parent will be notified in writing of possible retention, and a parent conference will be scheduled.
2. Student progress will be reported to the parents at conferences at the end of the third quarter and five weeks before the close of school.
3. A committee made up of the classroom teacher, a principal, and a special area teacher, if appropriate, will be formed. Following their input, a decision will be made by the parents regarding the retention or advancement of the student. Principal input will be seriously considered.

Lost and Found
All lost and found articles are to be taken to the commons area. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Police Questioning and Apprehension
Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Video Surveillance
The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies. Unless otherwise authorized by board policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school

purpose by a school employee or by his or her designee; or at a school sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district's appropriate use and student discipline policies. An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Parents/guardians and patrons may make recordings of school activities intended to be public in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 Plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Artificial Intelligence (AI)

Beliefs:

We believe in the power of the human mind, and that AI should be a supplement to the authentic learning process.

We believe in maintaining the confidentiality of staff/students while utilizing AI.

We believe in transparency when using AI tools.

We believe in developing AI literacy skills for ethical use by students and staff.

Philosophy

AI is an integral part of society. SPS will utilize AI when it enhances teaching and learning to prepare students to be responsible, productive, contributing members of their community.

Acceptable Use for Students

- Brainstorming ideas and outlining work
- Organizing original thinking
- Creating study guides or other study resources
- Skill practice / self-tutoring
- Checking grammar and spelling after completing work
- Simplifying complex concepts for better understanding
- Asking for feedback on how to improve their work
- Using AI as a support tool, then making their own revisions and final decisions

Unacceptable Use for Students

- Submitting AI-generated work as their own
- Using AI to generate answers for assignments
- Using AI to complete tasks meant to demonstrate their own learning
- Passive or "blind" use without thinking or engagement
- Using AI for harassment, bullying, or inappropriate interactions

- Using AI as a primary research source
- Manipulating photos or videos in inappropriate ways
- Using AI to summarize readings they were expected to complete themselves

Field Trips
A well planned field trip is considered a worthwhile educational experience that contributes much to the overall school program. A permission form will need to be signed at the beginning of the school year. Teachers and other adults will accompany the students. The number of adults needed to accompany the students on field trips will be determined by the classroom teacher. If a parent is chosen to chaperone a field trip, they will likely have a small group of students with them throughout the field trip. As much as we value parent participation, we kindly suggest that parents refrain from attending field trips if not selected as a chaperone. This allows students to fully engage in the experience with their peers and teachers. If a parent is not chosen to chaperone, there may be occasional times that parents may attend as a private citizen (pay own admission fee, provide own transportation) and can join the group their child is in, but parents cannot take their child on their own tour/field trip and the child must stay with the group assigned. Siblings in a different grade level and/or students younger than school age are not allowed to join a field trip group with parent chaperones or in cases when it is permitted for parents to attend as private citizens, as field trips are special educational experiences for each grade level. Parents will be notified if the field trip allows for private citizens to join. In most circumstances, students must ride the bus with their classmates and teachers to their field trip destination and back to school at the conclusion of the field trip.

Parents will be notified in advance when field trips and activities requiring a bus ride will take place. However, on occasion the class may go on a tour within walking distance of the school. Parents will not necessarily be advised in advance of such excursions. (Board Policy 6027)

Classroom Parties
Classroom parties will be limited to three per year and will be no longer than one hour in duration. Supervision will be provided for those students whose parents request that they not participate.

Birthday Treats/Snacks
If children bring treats for the room on their birthday, they will be distributed and consumed before dismissal time. Delivered balloons and/or flower bouquets sent to students will remain in the office until the end of the school day. Suckers are discouraged because of safety concerns. Please make sure birthday treats do not include nuts of any kind, and treats cannot be refrigerated at school due to limited space.

Party Invitations
Although birthday parties, etc., are an "out of school" activity, it is permissible for your child to distribute invitations at school provided all children in the class receive one.

Gifts
The exchanging of gifts between pupil and teacher is discouraged. Gift exchanges among students are prohibited.

Toys
Toy guns, knives, bats, trading cards (baseball, Pokemon, cartoon, etc.), balls, skateboards, roller blades and other toys are not to be brought to school. Key chains and toys hanging from book bags are discouraged as they are a distraction and/or safety concern. Toys confiscated by school personnel will not be returned to the children until the end of the school year.

Pets
Please see that dogs and other pets are kept home and not allowed to follow pupils to school. A call will be made to the parents to come get the pet. If unavailable, the local law enforcement will be contacted. Pets may be brought to school for instructional purposes only. To do so, arrangements must be made with the classroom teachers and building administrator in advance.

Dress Code
The school dress of elementary students is the responsibility of the parents. We will follow district policy 5031 and use short-term discipline if needed.. Students are expected to be appropriately dressed and acceptably groomed for school. Appropriate clothing shall be that which does not pose a health or safety hazard, does not disrupt classroom learning and behavior, and complies with reasonable standards for cleanliness. Students must wear shoes at all times. Heelys are not permitted at school. Clothing items with inappropriate statements, pictures, or expressions will not be allowed. Examples-drug or alcohol messages, obscenities, violence, and disrespectful/negative messages. Unacceptable clothing items include the following: very short shorts or skirts; oversized "sagging" pants and shorts; oversized tank tops worn alone; halter tops; and chains attached to billfolds or pants. For safety reasons during recess times, 'flip-flops' are discouraged. If a student wears a piece of clothing that promotes or advertises the above mentioned items, they will be asked to do one of the following:

1) Call home and request that a parent bring another piece of clothing.
2) If possible, turn and wear the garment inside out.
3) Proceed to the nurse's office to select and wear a piece of clothing from the school's supply. That piece of clothing should then be washed and returned to school the next day.

(Board Policy 5031) For playing outdoors in wet and snowy weather, your children need to be equipped with overshoes or rubber boots. Be sure both boots are marked as well as mittens, caps, scarves, etc. Except for extreme weather conditions, children will be outside every day.

Volunteers
Parents who would like to volunteer in our school are welcome to do so based on teacher needs. Please notify the principal if you would like to volunteer, and you will be given instructions on the necessary paperwork and background checks needed to volunteer in our classrooms.

Visitors
If parents would like to visit their child's classroom, please contact the principal to arrange a date and time. We ask that parent visitors do not schedule a time to visit until after the first month of school. This allows for a stronger transition to the school environment for children. Due to space limitations, we do not allow parents to visit during lunchtime.

Bus Information
Students are expected to abide by the rules and regulations as set forth in the Seward Public School Bus Information Pamphlet. Please read and review these rules with your children. Safety is our first consideration, when transporting children to school. If the bus driver is distracted, danger exists. This is why standards of discipline have been established and must be maintained for our children's safety.

Parents are reminded that school buses are operated for the purpose of providing transportation for children to and from school. Once the bus arrives at the school, the students must enter the school and are subject to the discipline and rules. If for some reason you have not received a School Bus Information pamphlet, notify the Elementary Principal's office. Parents are asked to call the bus driver at his home or the neighbor if their child or children will not be riding the bus on a given day. Parents are asked to contact the bus driver and Bus Barn (643-6069) for approval if their child(ren) are to be delivered to a different stop on the established route. (Board Policy 5044)

After School Plans
If a child is planning to go home with a friend, those arrangements must be made between the parents ahead of time. The child must then bring a written note to the classroom teacher informing them about the arrangements. Students will not be allowed to call their parents about plans they made during the school day. The children will be sent home in the usual manner.

District Cell Phone Policy
Possession of cell phones/other electronic communication devices in school is discouraged. If it is necessary for a student to have a cell phone/other electronic communication devices in school, the following rules apply:

1. The cell phone/other electronic communication devices will be turned off during the school day.
2. The cell phone/other electronic communication devices (Example: Gizmo watch, Apple watch, etc.) are out of sight during the school day (in a book bag).
3. The only time the cell phone/other electronic communication devices can be used is outside of the school day and the student must be outside the school buildings.
4. Students are responsible for their own phone/other electronic communication devices at all times, even if it is taken from someone to whom they have loaned it.

If any of these rules are violated, the cell phone/other electronic device (Example: Gizmo watch, Apple watch, etc.) will be taken from the student by a school official and turned in to the principal's office.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The school district is not responsible for theft, loss, or damage of a cell phone or any calls made on a cell phone.

First offense: The cell phone will be confiscated and held in the principal's office. A phone call will be made for the parents to pick up the cell phone/other electronic communication

devices. The principal will inform the parent that a second offense by the student is insubordination.

Second Offense: The cell phone/other electronic communication devices will be confiscated and held in the principal's office. A phone call will be made for the parents to pick up the cell phone/other electronic communication devices. Depending on the circumstances, the principal will determine whether the student receives an in-school or out-of-school suspension for insubordination. (Board Policy 6025)

Child Abuse

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a
minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food,
clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Complaint Procedure

In the event of complaints or concerns, parents are advised to initially attempt to resolve the situation with the teacher or school employee involved. If the problem cannot be resolved, please contact the school principal, who will schedule a meeting with all the people involved. The superintendent and school board members are to be involved after the above steps are exhausted.
(Board Policy 2006)

Bluejay Alerts

To receive important information about Seward Public Schools sent as a text message or voice message directly to mobile, home or office phones, wireless PDA or pager, sign up for Bluejay Alerts. Information consists of emergency information, school closings, early dismissals and school event reminders. Please contact Craig Williams, District Technology Coordinator at 643-2988 or craig.williams@connectseward.org

Apptegy

Apptegy is our district's unified communication platform designed to keep families, students, staff, and community members informed and connected. Through our district website, mobile app, alerts, and communication tools, Apptegy provides a consistent and user-friendly way to access important information.

Website: The Apptegy website serves as the district's central hub for news, announcements, calendars, staff information, resources, and school updates. It is designed to be easy to navigate and accessible from any device.

Alerts: Apptegy's Alert feature allows the district to quickly send important notifications through multiple channels, including phone calls, text messages, emails, app notifications, and website alerts. This ensures that families and staff receive timely information regarding emergencies, weather-related changes, school events, and other important updates.

Rooms: Apptegy Rooms is a secure communication tool that connects teachers, coaches, advisors, families, and students in one place. Rooms supports direct messaging, group conversations, and classroom communication while maintaining privacy and providing translation features to help all families stay engaged and informed.

Together, these tools create a seamless communication experience that strengthens connections between our schools, families, and communities.

You will receive communication regarding downloading the SPS app through the email that you provided when you registered your child. If you have any questions or difficulties accessing this tool please email: ticket@sewardschools.org

Special Education Identification and Placement Procedure

The Board of Education affirms that all eligible children in the School District of Seward are entitled to a Free Appropriate Public Education and an equal opportunity for education according to the needs of the individual student. All procedural safeguards, policies, and programs implemented in the District are administered in conformity with statutory requirements of NDE Rule 51, NDE Rule 55, Public Law 93-380, Public Law 94-142, and all other applicable state and federal regulations. (Board Policy 6010)

Substitute Teachers

If a long-term substitute is needed for four weeks or more, the school district will do its best to find a substitute that is highly qualified for the position. If this is not possible, parents will be notified in writing.

Student Data and Information for NDE

Information for the Nebraska Student and Staff records system is collected by the Nebraska Department of Education (NDE) for the purpose of doing state and federal reporting. This data includes information for the Nebraska State Accountability (NeSA), state aid, special education, and the federal *No Child Left Behind Act.* Student data are protected by state and federal laws and must be maintained in a confidential matter at all times. Parents may review the kinds of data that are collected about our students and the methods that the Nebraska Department of Education uses to manage this data at the Department of Education website: http://www.nde.state.ne.us/

Notice of Nondiscrimination

The School District of Seward does not discriminate on the basis of race, color, national origin, gender, marital status, disability, or age in admission or access to, or treatment of employment or educational programs and activities. Any person having inquiries concerning The School District of Seward's compliance with the regulations implementing Title VI, Title IX,

or Section 504 is directed to contact Superintendent Josh Fields, in writing at 410 South St., Seward, Nebraska or by telephone at (402) 643-2941. Any person may also contact the Office for Civil Rights, U.S. Department of Education, in writing at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri, 64114-3302 or by telephone at (816) 268-0550, regarding compliance with the regulations implementing Title VI, Title IX, or Section 504.

Additional Information:

In addition to the foregoing information, a copy of the following policies are enclosed:

1. 2026-2027 Summary of the School Immunization Rules and Regulations
2. 2026-2027 School Calendar
3. Seward Elementary Homework Guidelines

Elementary Administration & Teaching Staff

If at any time a parent/guardian would like to contact the administration or a teacher, please consider the following options:

Telephone: School number is (402) 643-2968

E-mail : firstname.lastname@sewardschools.org

Example: jessica.dominy@sewardschools.org

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
SEWARD PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Seward Public Schools,** legally known as **Seward County School District No. 80-0009**, and referred to as "the Board" and "the School District" respectively, and Dr. Joshua P. Fields, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 2 year(s) beginning on July 1, **2026**, and expiring on June 30, **2028**. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **January 15** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular **January** board meeting during each year of this contract, unless the Board's regular January meeting occurs after January 15, in which case the Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** and shall make the renewal of his employment contract an agenda item for the regular **December** board meeting. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be $208,500 which shall be paid in 12 equal monthly installments beginning in the month of July **2026**. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. With prior consent from the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize the administrative and

supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education: (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence: (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity: (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than 60 calendar days or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse his for mileage required in the performance of his official duties at the rate approved per Board policy.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

a. **Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.

b. **Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.

c. **Life Insurance.** Term life insurance with a total death benefit of Ten Thousand Dollars ($10,000) of coverage.

d. **Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave per year which may accumulate to a total of 50 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

e. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at his own expense which shall be taken out of his regular pay consistent with the premium amounts for such coverage.

f. **Vacation.** The Superintendent shall have 20 vacation days for the 2026-2027 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will

cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2018-19 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 20 days. For example, if he uses 12 days of vacation one year, the board will provide him with 12 days the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.

g. Personal Leave. The Superintendent shall have 2 personal leave days for the 2018-19 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. After the 2018-19 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 2 days. The Superintendent shall develop a system for recording his use of personal days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his personal days and shall provide the Board of Education with a report of his accumulated personal days at least quarterly. The Board may require him to use his personal days and shall compensate him for unused personal days upon the conclusion of his employment.

h. Professional Development. The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

i. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA), The School Superintendents Association (AASA), and any other membership dues requested by the Superintendent and approved by the Board.

j. **Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that he will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to $100 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

k. **Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.

l. **Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of $100 per month for the actual cost of a cellular phone service plan.

m. **Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is $1,000.00 or more.

Section 12. Residence/Domicile in School District. The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make his evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and\or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising him of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a

request is not delivered within such time, the action of the Board shall become final.

Section 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 8th day of June, 2026.

Ryne Seaman, President
Board of Education

Executed by Josh Fields this 8th day of June, 2026.

Josh Fields, Superintendent
School District of Seward

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner
Seward Public School District
410 South Street
Seward, NE 68434

1.02 FOR:

A. Project: Seward Public Schools – HVAC Improvements

1.03 DATE: 05/21/2026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Kingery Construction Co.
1. Address 201 N. 46th Street
2. City, State, Zip Lincoln, NE 68503

1.05 OFFER

A. one million one hundred thirty-six thousand five hundred dollars ($1,136,500), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete all interior Work by July 27, 2026.

C. Complete all exterior Work by October 30, 2026.

1.08 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50 percent of the overhead and profit percentage noted above.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 05/04/2026.
2. Addendum # 2 Dated 05/18/2026.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Kingery Construction Co.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____, Vice President

F. (Authorized signing officer, Title)

G. (Seal)

H. _____

I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

AHI lead times are 17 weeks

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Kingery Construction, Co.
201 North 46th Street
Lincoln, NE 68503

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Seward Public Schools
410 South Street
Seward, NE 68434

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Seward Public Schools HVAC Improvements

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May, 2026

(Witness)	Kingery Construction, Co.
	(Principal) *(Seal)*
	(Title) Vice President
(Witness)	Travelers Casualty and Surety Company of America
	(Surety) *(Seal)*
	(Title) James M. King, Attorney-in-Fact

Init.
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TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King** of **Lincoln,Nebraska,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons,guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of May , 2026 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner
Seward Public School District
410 South Street
Seward, NE 68434

1.02 FOR:

A. Project: Seward Public Schools – HVAC Improvements

1.03 DATE: 5/21/2026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name Sampson Construction Co., Inc.
1. Address 5825 S 14th Street
2. City, State, Zip Lincoln, NE 68512

1.05 OFFER

A. ONE MILLION THREE HUNDRED TWENTY-SIX THOUSAND ——— dollars ($1,326,000), in lawful money of the United States of America.

B. We have included the required security Bid Bond as required by the Instruction to Bidders.

C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete all interior Work by July 27, 2026.

C. Complete all exterior Work by October 30, 2026.

1.08 CHANGES TO THE WORK

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
2. 5 percent on the cost of work done by any Subcontractor.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 50 percent of the overhead and profit percentage noted above.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 5/4/2026.
2. Addendum # 2 Dated 5/15/2026.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Sampson Construction Co., Inc.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. BEN HUCK, EVP

F. (Authorized signing officer, Title)

G. (Seal)

H. EVP

I. (Authorized signing officer, Title)

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sampson Construction Co., Inc.
5825 S 14th St
Lincoln, NE 68512

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Seward Public School District
410 South St
Seward, NE 68434

BOND AMOUNT: Five Percent of the Bid Submitted (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Seward Public Schools HVAC Improvements

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of May, 2026

Jeffrey Kobes
(Witness)

Sampson Construction Co., Inc.
(Principal) *(Seal)*

Bradley Kelley
(Witness)

(Title) Josh Huck, VP

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) Miah Kienholz, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215746-969223**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine Grell; Connor Lemon; Jack Olson; Jared Willis; Kate R. Greenwald; Luke Siel; Miah Kienholz; Quentin Christensen; Rebecca Kempston; Stacey Field

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN AIA DOCUMENTS A201 - 2017 AND OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AS INDICATED BELOW. ALL PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.

1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

1.04 MODIFICATIONS TO GENERAL CONDITIONS

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

PART 4 MODIFICATIONS TO AIA A201 - 2017

4.01 ARTICLE 1 - GENERAL PROVISIONS

A. Add the following paragraphs:
   1. 1.2.4; In cases of discrepancy between the drawings and specifications, or within the document itself, provide notification to the Architect to clarify. In the event of a conflict, the better quality or more stringent requirement takes precedence.
   2. 1.2.5; Contractor is solely responsible for coordination of bidding and scope or Work of subcontractors. Neither Architect or Owner will act as arbiter as to which trade or subcontractor is to furnish and install various items indicated or required to perform construction.

B. Add the following paragraph:
   1. 1.9; Notwithstanding anything herein to the contrary, the Owner and Contractor agree to execute such other documents as may be necessary for Owner to be in compliance with all rules and regulations of the Federal Emergency Management Act or Nebraska Emergency Management Act.

4.02 ARTICLE 2 OWNER

A. Delete the following paragraph in its entirety and replace with the following:
   1. The Owner is the public school district identified in the Contract Documents. The Board of Education, by majority vote, is the only representative of the Owner, a public school district and political subdivision of the State of Nebraska, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or uaranteed Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Education hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Neither Architect nor Contractor may rely

upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Education; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

B. Delete the following paragraph in its entirety and replace with the following:
   1. 2.1.2; It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Nebraska. It shall be further understood that this Contract is not written for the benefit of third parties.

C. Add the following paragraph:
   1. 2.1.3; The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

4.03 ARTICLE 3 - CONTRACTOR

A. Delete the following paragraph in its entirety and replace with the following:
   1. 3.4.3; The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor releases, indemnifies and holds harmless the Owner for Contractor's forces' non-compliance with owner's drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free zones, contractor's forces' non-compliance with criminal law, or contractor's or contractor's forces' non-compliance with immigration law or regulations. Any individual found by the Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

B. Add the following paragraphs:
   1. 3.4.4; Acceptance of materials by or on behalf of Architect does not bar future rejection if subsequently found to be defective of inferior in quality or uniformity to material specified or not as represented.
   2. 3.4.5; After the Contract has been executed, the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions listed below:
      a. By making requests for substitutions, the Contractor:
         1) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
         2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
         3) Certifies that the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent.
         4) Will coordinate the installation of the accepted substitute, making such changes as may be required for work in all respects.

5) Will reimburse Owner and Architect for review on redesign services associated with reapproval by Architect.

3. 3.4.6; NEW EMPLOYEE WORK ELIGIBILITY STATUS
   a. Pursuant to Neb.Rev.Stat. §§4-108 through 114, Company is required, and hereby agrees, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Company is further required, and hereby agrees, to require that all subcontractors use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If a private employer has questions on how to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska they can contact the State of Nebraska Department of Labor for assistance (Per Neb.Rev.Stat. §4-114(3)).
4. 3.4.7; CLASSIFICATION OF WORKERS
   a. Company, and all lower-tiered subcontractors under the Company, shall properly classify all workers as either employees of the Company or lower-tiered subcontractor or as independent contractors according to applicable law, and shall treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, income tax withholding and any and all other payments or benefits incident to or affected by such status.
   b. The Company, and all lower-tiered subcontractors under the Company, utilizing the services of workers who are properly and according to applicable law not classified as employees under this subsection shall provide written notice to said workers of their status as independent contractors. Said notice shall include a provision advising said workers that they are not eligible for workers' compensation insurance coverage, unemployment taxes, social security taxes, income tax withholding and any and all other payments or benefits incident to or affected by such status, from the Company or lower-tiered subcontractor(s). Copies of such notices shall be made available to the Metropolitan Community College Area upon request.
   c. Failure by the Company, or any lower-tiered subcontractor engaged by the Company, to fully comply with the terms of this provision shall be considered and treated by Owner as a material breach of this Agreement.
5. 3.4.8; EMPLOYMENT OF INDIVIDUALS AUTHORIZED TO WORK
   a. Company assures Owner that it shall comply with, and further assures Owner that all lower tiered subcontractors shall comply with, any and all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the eligibility for employment of individuals or groups to perform any and all work for this project. Company assures Owner that neither it nor any of its lower tiered subcontractors will employ any person or group to perform work under this Contract that is ineligible for employment under the applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the legal employability of individuals or groups. Company agrees to hold Owner harmless for any and all fines, penalties, and damages incurred by Owner for violation of this clause by Company or any of its lower tiered subcontractors. Owner reserves the right to demand that Company terminate any lower tiered subcontractor for violation of these provisions. Failure of Company to comply with this clause may be considered a material breach by owner.
6. 3.4.9; NONDISCRIMINATION CLAUSE

a. In accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, and Owner's policies, Company agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, sexual orientation, disability, or national origin of the employee or applicant.

7. 3.4.10; Prior to performing any work or entering the Project site, all Contractors and subcontractors, and suppliers shall sign a "Contractor / Subcontractor / Supplier Criminal Records Certification," a copy of which is attached at the end of this section, certifying that such Contractor shall not assign to work on or near the site or property where students attend, an employee having a criminal record as defined by the School District's policy, regulations, practices or directives, including but not limited to any of the following: (a) a felony; (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 Contractor shall use a Criminal Record Disclosure (CRD), or similar form, for each employee to be assigned to the project. The CRD shall be filed and maintained at the Contractor's office for a minimum of one year after the project is completed. The Owner may access the Contractor's CRD records if there is any questions regarding Contractor's employees who are or have been in buildings with students.
8. 3.5.3; The Prime Contractor does hereby guarantee the Work to conform to the Warranty described (in 3.5.1) for a period of one full year from the date of acceptance of the Work as designated in the Certificate of Substantial Completion.
9. 3.5.4; All warranties shall commence no earlier than the substantial completion date of the entire project regardless of when a particular item or piece of equipment is installed or operational.
10. 3.12.11: The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

4.04 ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

A. Add the following paragraph:
   1. 4.1.3 In carrying out any provisions of Contract or in exercising any power or authority granted thereby, there is no liability upon Architect to the Contractor, either personally or as an official of Owner, it being understood that in such matters the Architect acts as agent and representative of Owner.

4.05 ARTICLE 5 - SUBCONTRACTORS

A. Add the following subparagraph:
   1. 5.1.3; Architect shall not work directly with any subcontractor, sub-subcontractor or materials supplier. Contact to the Architect shall be made only through Contractor. Requests for information or clarification must be routed through Contractor.

B. Add the following subparagraph:
   1. 5.3.1; Contractor is fully responsible for acts and omissions of all subcontractors, and persons either directly or indirectly employed by them.

4.06 ARTICLE 7 - CHANGES IN THE WORK

A. Add the following paragraphs:

1. 7.1.4; The Contactor shall not proceed with or commence any work for which contractor will request additional compensation or which is deemed to be a Change in the Work without first receiving a signed written Change Order properly executed, or a written order or authorization to proceed from the Architect.
2. 7.1.5; Failure of the Contractor to obtain written approval or authorization for any Changes in the Work shall constitute cause for rejection of a request for approval of any additional compensation associated with the Work.
3. 7.1.6: The Contractor must submit change proposals covering a contemplated Change Order within ten (10) business days after the request of the Owner or Architect or within ten (10) business days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time. No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work that is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in the Contract Sum or the Contract Time.
4. 7.1.7; Each request for approval or additional work which is to require additional payment from the Owner, or in instances whether credit is to be allowed to the Owner for omission of certain work or materials, shall be accompanied by a price quotation, including a complete cost breakdown of materials, labor, overhead and profit.
5. 7.2.2; Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.
6. 7.3.11; The total Contractor mark-up for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 5% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 15% of the total cost of the Change in the Work. On Work deleted from the Contract, credit to the Owner shall be the Architect approved net cost plus 1/2 of the overhead and profit percentage noted above.

4.07 ARTICLE 8 - TIME

A. Add the following subparagraphs:
1. 8.1.2.1; Do not start work or store materials or equipment on site until written notice to proceed is issued, or upon execution of Contract.
2. 8.1.3.1; The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) calendar days after the date of Substantial Completion.
3. 8.2.4: If at any time during the course of the Work, the Owner reasonably determines that the Contractor has fallen behind the critical path of the schedule, the Owner may upon written notice to the Contractor, require the Contractor to recover schedule by any means appropriate (including but not limited to the provision of extra shifts and/or overtime and/or adjustments to the schedule). Within five days of the Contractor's receipt of such written notice, the Contractor shall provide the Owner with a written recovery plan and shall commence recovery efforts. So long as the Contractor has fallen behind schedule for reasons attributable to the Contractor (and not to force majeure events), all costs associated with the recovery schedule shall be borne by the Contractor. If, however, the Contractor is not at fault for the delay in the work (due to force majeure events or other causes that would otherwise entitle the Contractor to an extension of Contract Time), then

the Contractor shall be paid for the costs of recovering schedule pursuant to the provisions of the Contract Documents applicable to changes in the Work."

4. 8.3.1.1; An extension of time shall only be considered if a critical path task is delayed. A delay in a non-critical path task shall not be grounds for a delay claim.
5. 8.3.1.2; The sole remedy for delays other than those which are caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law), will be non-compensable time extensions for completion of the Work."
6. 8.3.4 Owner may waive above requirements and grant extensions of time for any reason.

4.08 ARTICLE 9 - PAYMENTS AND COMPLETION

A. Add the following paragraphs:
   1. 9.3.3.1; Lien Releases and Receipted Bills: Before receiving any payment, except the first, the Contractor shall furnish to the Architect, along with Contractor's "Request for Payment," partial (or final as the case may be) lien releases covering all materials used and subcontracts performed in connection with their contract through the date of the previous billing. In addition, the Contractor shall furnish with each request for payment, including the first, the contractor's own waiver of lien in the full amount of the request shall include a list of subcontractors, sub-subcontractors, and suppliers whose lien releases will be furnished with the following months request. Should the Contractor fail to furnish required lien releases, the amount of their "Request for Payment" not covered by such lien releases may not be certified.
   2. 9.3.3.2; Final Waivers of Lien: Before final payment will be made, the Contractor shall furnish final waivers of lien, or receipted bills, covering all materials used and subcontracts performed in connection with his contract, including their own final waiver of lien in the full amount of the contract.
   3. 9.3.3.3 Payments to Contractors shall be subject to retention of not less than ten percent (10%) of the first fifty percent (50%) of the subcontract work, and not less than five percent (5%) for the last fifty percent (50%) of the subcontract work. Where statutory law limits retainage to less than those stated above, the minimum statutory limit shall supersede the above limits. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

B. Add the following to the sentence to subparagraph 9.8.1
   1. subject only to completion of minor punch-list items, the absence of completion of which does not interfere with the Owner's intended use of the Project.

C. Add the following sentence to subparagraph 9.10.3;
   1. Notwithstanding the foregoing, in no event shall the retainage attributable to the unfinished Work be less than 125% of Owner's good faith estimate of the cost of finally completing the Work.

D. Delete the following paragraph in its entirety and replace with the following:
   1. 9.10.4; The making of final payment shall not constitute a waiver of any Claims by the Owner.

4.09 ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

A. Add the following sentence to subparagraph 10.1:
   a. This requirement applies continuously twenty-four (24) hours per day during the Construction Phase of the Project.

B. Add the following paragraphs:
   1. 10.1.1; The Contractor shall be required, in compliance with the Asbestos Emergency Response Act of 1986, to certify that all products and materials supplied as a part of this project shall be free of Asbestos.
   2. 10.2.1;4; Employees, school personnel, students, and other persons on Owner's premises and other persons who may be affected thereby including the installation of fencing

between the Work site and the occupied portion of a connecting or adjacent educational facility.

3. 10.2.2.1: Contractor shall give notice in writing at least 48 hours before breaking ground to all persons, public utility companies, Owners of property having structures or improvements in proximity to site of the Work, and superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Architect resulting from performance of such work in connection with or arising out of Contract.

C. Delete the following paragraph in its entirety and replace with the following:
   1. 10.2.4; The Contractor shall exercise the utmost care so as not to endanger life or property in the prosecution of the Work. If the Contractor is negligent, the Contractor will be responsible for any and all damages, claims and of the defense of all actions against Owner and Architect resulting from the failure to exercise such care. Explosives or other hazardous materials shall not be employed in the prosecution of the Work.

D. Add new paragraphs:
   1. 10.2.9; Duty of Architect to conduct construction review of Contractor's performance does not include review of adequacy of Contractor's safety measures in, on, or near construction site.
   2. 10.2.10; Maintain utilities or other service, indicated to be abandoned, in service until new facilities are provided, tested and ready for use.
   3. 10.2.11; Return all improvements on or about site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed previous to starting work.
   4. 10.3.7; Water Precautions: Keep all parts of site, including excavations, free from any accumulation of water, no matter what source or cause.
   5. 10.3.7.1; Dispose of water in such manner as will not endanger public health or cause damage or expense to property. Comply with requirements of any public agencies having jurisdiction. If sewers and streets are allowed to be used for drainage or disposal of water furring construction, maintain and leave these satisfactorily clean upon completion of work.
   6. 10.3.8 Signs; Do not erect signs, billboards, or advertisements on or about premises, without prior Owner approval, except as required by Contract.
   7. 10.3.8.1; Furnish and maintain all necessary signs required for prosecution of the Work and as required by law

4.10 ARTICLE 13 - MISCELLANEOUS PROVISIONS

A. Add the following to paragraph 13.4.1:
   1. Contractor shall provide the testing and inspection services required by the Contract Documents at the Contractors expense.

B. Delete the following paragraph in its entirety and replace with the following:
   1. 13.5; Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as provided by Neb. Rev. Stat. § 81-2404. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect’s invoice or Contractor’s Certificate for Payment for the Architect, if Owner’s Board of Education meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect’s invoice or Contractor’s Certificate for Payment from the Architect, if Owner’s Board of Education meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

4.11 ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

A. Delete the following sentence in its entirety and replace with the following:

B. The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive calendar days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

C. Add the following to subparagraph:

1. 14.2.3; In all cases of termination or Contractor default, Architect will bill Owner for cost of additional services required in connection with reissuing documents or completing the Work. Owner will deduct this sum from money due Contractor and pay it to Architect.

4.12 ARTICLE 15 – CLAIMS AND DISPUTES

A. Add the following to paragraph 15.4.1:

1. Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

END OF SECTION

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Seward Public School District
410 South Street
Seward, NE 68434

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

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

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

HVAC Improvements Seward Public Schools
Seward, NE
A new Roof Top Unit on grade at the High School, a new Air-Cooled Condensing Unit and Air Handling Unit at the Elementary School including all required site, building construction and renovation, demolition, mechanical, electrical and plumbing work shown in the Contract Documents shall be included under this contract.

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

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503
Telephone Number: 402.435.3080

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Interior work	July 27, 2026
Exterior work	October 30, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred and Thirty-Six Thousand Five Hundred Dollars and Zero Cents ($ 1136500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

12 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction located in Seward County, Nebraska

[ ] Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Josh Fields, Ed.D
410 South Street
Seward, NE 68434
Telephone Number: 402.643.2941

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Rick Wintermute
201 N. 46th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to specification Section 00 01 15	List of Drawings	April 30, 2026

.6 Specifications

Section	Title	Date	Pages
Refer to specification Section 00 01 10	Table of Contents	April 30, 2026	3

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	May 4, 2026	9
Addendum No. 2	May 15, 2026	74

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Section 00 73 00	Supplementary Conditions	April 30, 2026	8

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Josh Fields, Ed.D, Superintendent	Rick Wintermute Vice-President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:41:03 ET on 06/01/2026.

PAGE 1

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six

...

Seward Public School District
410 South Street
Seward, NE 68434

...

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

...

HVAC Improvements Seward Public Schools
Seward, NE
A new Roof Top Unit on grade at the High School, a new Air-
Cooled Condensing Unit and Air Handling Unit at the Elementary School including all required site, building constr
uction and renovation, demolition, mechanical, electrical and plumbing work shown in the Contract Documents shal
l be included under this contract.

...

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503
Telephone Number: 402.435.3080

PAGE 2

[X] The date of this Agreement.

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PAGE 3

Interior work July 27, 2026
Exterior work October 30, 2026

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred and Thirty-Six Thousand Five Hundred Dollars and Zero Cents ($ 1136500.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

N/A

...

N/A

...

N/A

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

5%

PAGE 5

N/A

...

N/A

...

N/A

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...

12 % per annum

PAGE 6

[X] Litigation in a court of competent jurisdiction located in Seward County, Nebraska

...

Josh Fields, Ed.D
410 South Street
Seward, NE 68434
Telephone Number: 402.643.2941

...

Rick Wintermute
201 N. 46th Street
Lincoln, NE 68503
Telephone Number: 402.465.4400

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Refer to specification Section 00 01 15	List of Drawings	April 30, 2026	

...

Refer to specification Section 00 01 10	Table of Contents	April 30, 2026	3

...

Addendum No. 1	May 4, 2026	9
Addendum No. 2	May 15, 2026	74

PAGE 8

[X] Supplementary and other Conditions of the Contract:

...

Specification Section 00 73 00	Supplementary Conditions	April 30, 2026	8

...

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Josh Fields, Ed.D, Superintendent

Rick Wintermute Vice-President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:41:03 ET on 06/01/2026 under Order No. 3104240132 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eighth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

HVAC Improvements Seward Public Schools
Seward, NE

THE OWNER:
(Name, legal status and address)

Seward Public School District
410 South Street
Seward, NE 68434

THE CONTRACTOR:
(Name, legal status and address)

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Special Form or All Risk	Policy Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Transit / Off-site Storage	$250,000.00

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.

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(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) each occurrence, Two million Dollars and Zero Cents ($ 2000000.00) general aggregate, and Two million Dollars and Zero Cents ($ 2000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five hundred thousand Dollars and Zero Cents ($ 500000.00) each accident, Five hundred thousand Dollars and Zero Cents ($ 500000.00) each employee, and Five hundred thousand Dollars and Zero Cents ($ 500000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and Two million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

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(Paragraphs Deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[X] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**
Umbrella Excess Liability	$5,000,000.00

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§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eighth day of June in the year Two Thousand Twenty-Six

...

HVAC Improvements Seward Public Schools
Seward, NE

...

Seward Public School District
410 South Street
Seward, NE 68434

...

Kingery Construction Co.
201 N. 46th Street
Lincoln, NE 68503

PAGE 2

Special Form or All Risk	Policy Limit

...

Transit / Off-site Storage	$250,000.00

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) each occurrence, Two million Dollars and Zero Cents ($ 2000000.00) general aggregate, and Two million Dollars and Zero Cents ($ 2000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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...

§ A.3.2.6 Employers' Liability with policy limits not less than Five hundred thousand Dollars and Zero Cents ($ 500000.00) each accident, Five hundred thousand Dollars and Zero Cents ($ 500000.00) each employee, and Five hundred thousand Dollars and Zero Cents ($ 500000.00) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

...

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and One million Dollars and Zero Cents ($ 1000000.00) in the aggregate.

...

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One million Dollars and Zero Cents ($ 1000000.00) per claim and Two million Dollars and Zero Cents ($ 2000000.00) in the aggregate.

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~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

[X] **§ A.3.3.2.6 Other Insurance**

...

Umbrella Excess Liability	$5,000,000.00

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Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

HVAC Improvements Seward Public Schools
Seward, NE

THE OWNER:
(Name, legal status and address)

Seward Public School District
410 South Street
Seward, NE 68434

THE ARCHITECT:
(Name, legal status and address)

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the

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Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in

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Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any

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direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

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reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible

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for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A 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.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;

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.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds

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of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

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other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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AIA® Document A201® – 2017

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PAGE 1

HVAC Improvements Seward Public Schools
Seward, NE

...

Seward Public School District
410 South Street
Seward, NE 68434

...

JEO Architecture, Inc.
2000 Q Street, Suite 500
Lincoln, NE 68503

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_____

(Signed)

_____

(Title)

_____

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Board of Education Regular Meeting

School District of Seward

410 South Street

Seward, NE 68434

Monday, May 11, 2026 4:30 PM

Attendance Taken at 4:32 PM.

Paul Duer:	Present
Matt Hastings:	Absent
Jill Hochstein:	Present
Ryne Seaman:	Present
Danielle Shipley:	Present
Shawn Svoboda:	Present

Attendance Update Taken at 5:05 PM.

Matt Hastings: Present

Attendance Update Taken at 6:41 PM.

Danielle Shipley: Absent

1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and courthouse. The public notice was dated May 6, 2026.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Matt Hastings from tonight's meeting Passed with a motion by Paul Duer and a second by Jill Hochstein.
Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

1.4. Pledge of Allegiance

1.5. **1.5 Mission** Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.

1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Shawn Svoboda and a second by Paul Duer.
Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

There was none.

2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

3. Discussion Items

3.1. JEO Update on Bond Projects

Ryan from JEO updated the board on the bond projects. Everything is on track as originally planned. The board also discussed dollars committed for the baseball field.

3.2. HumanEx/ NDE Perception Survey Results

Dr. Dominy went over the HumanEx staff results and NDE Perception Survey from parents and students.

3.3. Bus Drivers Shortage

Dr. Fields discussed the retirement of route drivers and finding replacements. If we can't find replacements, what will we do? Dr. Fields asked for the boards thoughts on this issue.

3.4. Apptegy Plattform

Dr. Fields and Dr. Dominy discussed the new Apptegy Platform and what it can do for Seward Public Schools.

4. Short Recess

Motion to take a 10 minute recess and return at 6:25 p.m. Passed with a motion by Matt Hastings and a second by Paul Duer.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

5. Reports

5.1. Administrator Reports

Written reports were received from the administrators.

5.1.1. Superintendent's Report

Dr. Fields gave the board a legislative update with the biggest one being background checks- 2027-28 school year for any new hires, teachers or classified staff. Thanks to the high school admin for a successful prom night. The Grill Out Days at each school is always a highlight for the students and staff. Our Spring Activities have had very successful seasons. Graduation is Sunday, May 17, 2026 board please be there at 1:40 in the high school. The last day of school is May 19, 2026 with a 11:30 dismissal, and teachers' last day is May 20th. Dr. Fields updated the board on the Nationwide Canvas Learning Management System for the high school cyber incident. State Testing- thanks to everyone for having a smooth testing experience for students.

6. Action Items

6.1. 2026-2027 Classified Staff Package

Motion to approve the Classified total Staff Package of 4.02 % for the 2026-2027 School Year. Passed with a motion by Danielle Shipley and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

6.2. Student High School Chromebooks

Motion to approve the bid from Computer Hardware for $215,774 for high school student chromebooks. Passed with a motion by Paul Duer and a second by Matt Hastings.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

6.3. High School Business Resources

Motion to approve the McGraw Hill bid of $21,552.16 and the Human Kinetics bid of $2,633.44 for the business and sport marketing courses. Passed with a motion by Matt Hastings and a second by Danielle Shipley.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7. Future Agenda Items

Bond Project

8. Consent Agenda

8.1. Approval of Minutes

8.2. Approval of Financial Reports

8.2.1. Treasurer

8.2.2. Budget

8.2.3. Activities

8.2.4. Athletic

8.3. Approval of Claims

8.3.1. General Fund - $1,880,094.87

8.3.2. Special Building Fund - $27,168.74

8.3.3. Unemployment Fund - $4,320.40

8.4. Out of State Travel

8.5. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Paul Duer and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

9. Executive Session

Motion to enter into executive session at 6:40 pm to discuss middle mangement, administrator, and the superintendent pay and benefits for the 2026-2027 school year. Passed with a motion by Danielle Shipley and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

10. Restate the reason for moving into the Executive Session

11. Adjournment

Motion to adjourn the meeting at 6:49 pm, with the next regular board meeting scheduled for Monday, June 8th at 5:30 pm. Passed with a motion by Shawn Svoboda and a second by Matt Hastings.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Shawn Svoboda: Yea

Prepared by:

Heidi Covert

Jill Hochstein

Secretary

SCHOOL DISTRICT OF SEWARD
PROPOSED BOND FUND CLAIMS
JUNE 8, 2026

CATTLE BANK	DEBT SERVICE PAYMENT REFUNDING BONDS 2017	29,832.50
	TOTAL	29,832.50

SCHOOL DISTRICT OF SEWARD
PROPOSED SPECIAL BUILDING FUND CLAIMS
JUNE 8, 2026

JEO CONSULTING GROUP	BOND PROJECT	95,400.00
	TOTAL	95,400.00