

## **Board of Education Regular Meeting**

Monday, March 11, 2019 7:00 PM

Media Center at the Palmyra District OR-1 Public Schools  
425 F Street  
Palmyra, NE 68418

Jaimi Calfee: Absent

Doug Church: Present

Brandon Desh: Present

Lance Gee: Present

Clayton Maahs: Present

Susan Royal: Present

1. Call to Order and Pledge of Allegiance
  2. Announcement of the Open Meetings Act Posting
  3. Consent Agenda
- 
1. Approval of minutes of previous meetings
  2. Approval of Claims/Payment of Bills and Payroll

3. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)

1. Presentation, discussion and or official action to ratify a contract for School Psychologist Kloreace Linke.

4. Financial Report

4. Public Comment

5. Administrative Reports

1. Superintendent's Report

2. High School Principal

3. Elementary Principal

6. Discussion Items- Committee Reports

1. Presidents Retreat

2. Building Committee and Transportation Committee

3. Disposition of the property located at 645 West Third street

7. Action Items

1. Presentation, discussion and or official action with regard to the Olson Foundation Project for the construction of certain improvements on property of the School District and Village for athletic and recreational facilities to benefit the Palmyra, Nebraska Community (Project) to approve the Applications for Payment and billing statements related to the Project, including, but not limited to the cost of the legal services, architectural design and planning, and site preparation costs.

2. Presentation, discussion and or official action with regard to review and action on the contract with Nemaha Landscape Corporation, Inc., for the construction of the bids for the Olson Foundation Activities Facilities Project for District OR 1 Public Schools and the Village of Palmyra, Nebraska (Olson Foundation Project).

8. Closed Session

9. Board of Education Development

1. Policy Review:

2. Policy Review Board of Education Code of Ethics 8272.

3. Teacher-Administrator-Board of Education Relationships Policy 8347.

4. South Beltway and Bennet development

10. Topics for Next Month's Agenda include

Staffing Review, Annual Facility Review, Preliminary Report of Major Requisitions

11. Adjournment

## **Superintendent's Report**

March 11, 2019

### 1. Legislative Report:

**LB 416** (Friesen) proposes to change the basis for allocating state apportionment funds to public school districts. The bill provides that state apportionment funds from the temporary school fund would be proportionately allocated to schools based on the average daily membership for each school district in the most recently available complete data year. Current law provides for state apportionment to be based upon the census of children who are age five through age eighteen in a district. State apportionment aid to schools totaled \$49.8 million in FY2017-18.

**LB 120** (Crawford) requires all public school nurses, teachers, counselors, school psychologists, administrators, school social workers and other appropriate personnel receive at least one hour of behavioral and mental health training each year. The training would include suicide awareness and prevention training. The training would be provided within the framework of existing training programs offered by NDE or as part of required professional development activities. The state school security director would oversee the required behavioral and mental health training in public schools. Current law requires the state school security director to oversee suicide awareness and prevention training in public schools.

**LB 671** (Linehan) provides sparsity aid to districts with fewer than 390 formula students equal to \$5,000 per student. The sparsity aid would be included as a formula resource. The new provisions would be in effect for the 2020-21 school fiscal year.

**LB 674** (Linehan) provides that the base limitation for each school district would be the inflation rate certified by the Tax Commissioner for the school fiscal year plus the student growth rate certified by NDE for the school district.

2. The REAP grant for FY 2019 has been completed and submitted. This is new as a process and timing of the submission. In the past there was no formal application process for these funds. This is our second year with the application but the timing was moved from July to March.

3. Building and Transportation Committee meeting date and time changes. The new date will be Monday March 25<sup>th</sup> at 1:30 p.m. in Palmyra.

4. Bus 02 has developed some engine and transmission issues. With the age of the unit it does not make sense to initiate those repairs.

5. Tremco has been on site at Bennet to review roof issues in several locations. The Bennet roof is slated to be first on the list when temperatures reach fifty degrees and rising in order for the Alpha guard to be successfully applied.

**SUPERINTENDENTS REPORT  
REGULAR BOARD MEETING**

**Date:** March 11, 2019

**TO:** Palmyra District OR-1 BOE

**From:** Robert Hanger

**Re:** BOE meeting notes for March

Next Months regular meeting is scheduled for April 8, 2019

Possible agenda items include:

Construction, requisitions, legislation.

**A. Consent Agenda**

**Building Fund:** John Henry's \$1899.17 drain repair Palmyra High School, Benesch & Company testing fees \$570.75.

**Depreciation Fund:** Hamilton's \$17,205.00 replacement heat pumps Bennet Elementary existing building.

**B. General Fund claims:**

Bank of America: \$7.95 Cloud fax service.

Country Inn and Suites: \$94.00 Conference lodging.

Culligan: \$1111.10 Water softener repair Bennet Elementary.

Green's Plumbing and Heating: \$791.75 Repairs at Palmyra high school drain and restroom, Bennet Elementary faucet repair.

Hamilton's Service: \$4974.69 Bennet freezer repair, Bennet thermostat replacement, Bennet steam table repair, thermostat replacement Palmyra hot water heater repair.

K12itc: \$6784.74 Licensing fee for internet switches, access points and cameras.

Lincoln Truck Center: \$7313.55 Bus 11 repair exhaust temperature sensors, replace fuel pump and fuel lines, turbo, O rings and code issues.

Midwest Walls and Landscape: \$2162.50 Includes four days of snow removal and the removal of snow accumulation via a wheel loader to reclaim lost parking spaces.

Nebraska Association of School Boards: \$4885.00 Annual membership dues, conference registrations.

O'Keefe Elevator: \$215.08 Elevator inspection.

Palmyra Activity Fund: \$518.68 Postage for quarterly newsletter, HVAC communication repair Palmyra existing building.

Perry Law Firm: \$924.00 Student handbook review.

Schaefer's: \$486.00 Dishwasher replacement Palmyra life skills program.

Southwest Auto: \$10,253.61 Bus repairs and quarterly inspections, bus 12 check engine light, ABS repair, bus 07 glow plug replacement, check engine light, stabilizer bushings, engine block heater power cord, turbo repair, bus 11 fuel filter, check engine light, transmission code, bus 10 repair heated mirror, ABS.

Sterling Computers Corporation: \$22,342.00 IP phone replacement. Cost paid by Cisco refund.

Sync B Amazon: \$90.17 Toner cartridge and computer hardware.

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PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Checking Account ID	1	Fund Number 01	GENERAL FUND	
	312188	ABC TERMITE & PEST CONTROL	03/11/2019	90.00
01 2610 431 001		Elem Upkeep of Building		90.00
	312199	ABC TERMITE & PEST CONTROL	03/11/2019	119.00
01 2610 431 002		HS Upkeep of Building		119.00
Total	ABC TERMITE & PEST CONTROL			209.00
	24321637	Access Systems Leasing	03/11/2019	2,239.02
01 1100 440 001		Elem Copier Lease		1,119.51
01 1100 440 002		HS Copier Lease		1,119.51
Total	Access Systems Leasing			2,239.02
	9371 - 3/4/2019	BANK OF AMERICA	03/11/2019	7.95
01 2510 382 001		Elem Telephone		3.98
01 2510 382 002		HS Telephone		3.97
Total	BANK OF AMERICA			7.95
	DN046 - 1/24-2/24/19	CASEY'S BUSINESS MASTERCARD	03/11/2019	4,814.17
01 2710 890 000		Bus Misc. Expenses		75.78
01 2710 626 000		Bus Gas and Oil		4,130.44
01 2650 626 000		Vehicle Gasoline		607.95
Total	CASEY'S BUSINESS MASTERCARD			4,814.17
	3594903	CenterPoint Energy Services Retail, LLC	03/11/2019	7,215.88
01 2610 621 001		Elem Natural Gas		1,845.63
01 2610 621 002		HS Natural Gas		5,370.25
Total	CenterPoint Energy Services Retail, LLC			7,215.88
	DOT11/2018 VH	COMPLETE CHIROPRACTIC & WELLNESS CENTER	03/11/2019	65.00
01 2710 890 000		Bus Misc. Expenses		65.00
Total	COMPLETE CHIROPRACTIC & WELLNESS CENTER			65.00
	47065496	COUNTRY INNS & SUITES KEARNEY	03/11/2019	94.00
01 1200 580 000		Sped Travel		94.00
Total	COUNTRY INNS & SUITES KEARNEY			94.00
	0010089486	CROSS DILLON TIRE LINCOLN	03/11/2019	162.04
01 2710 430 000		Bus Repairs and Maintenance		162.04
Total	CROSS DILLON TIRE LINCOLN			162.04
	65862	CULLIGAN OF LINCOLN	03/11/2019	507.00
01 2610 431 001		Elem Upkeep of Building		507.00
	66517	CULLIGAN OF LINCOLN	03/11/2019	95.10
01 2610 431 002		HS Upkeep of Building		95.10
	ACCT: 81521	CULLIGAN OF LINCOLN	03/11/2019	509.00
01 2610 431 001		Elem Upkeep of Building		509.00
Total	CULLIGAN OF LINCOLN			1,111.10
	1151284	DAS State ACCTG-Central Finance	03/11/2019	229.49
01 2224 530 000		Internet Service		229.49
Total	DAS State ACCTG-Central Finance			229.49

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	EY6169	DIETZE MUSIC HOUSE	03/11/2019	9.00
01 1100 614 002		HS Vocal Supplies		9.00
Total	DIETZE MUSIC HOUSE			9.00
	660501 - FEB2019	EDUCATIONAL SERVICE UNIT #4	03/11/2019	3,608.08
01 1291 591 001		Sped Director ages 3-5 Elem		255.77
01 6406 320 001		IDEA Preschool Professional Service		303.48
01 6404 320 001		IDEA Part B Birth-4 Pre-diagnosis		91.67
01 6406 320 001		IDEA Preschool Professional Service		91.66
01 1200 591 001		ELEM SPED DIRECTOR		1,150.94
01 1200 591 002		HS SPED DIRECTOR		1,150.94
01 1200 320 001		Sped Elem Contracted Services		563.62
	8906 -	EDUCATIONAL SERVICE UNIT #4	03/11/2019	986.00
01 2660 610 000		Security Supplies		986.00
	8907	EDUCATIONAL SERVICE UNIT #4	03/11/2019	90.00
01 1100 330 001		Elem Professional Development		45.00
01 1100 330 002		HS Professional Development		45.00
Total	EDUCATIONAL SERVICE UNIT #4			4,684.08
	4517	EDUCATIONAL SERVICE UNIT #6	03/11/2019	415.55
01 1100 650 002		HS Technology Supplies		415.55
Total	EDUCATIONAL SERVICE UNIT #6			415.55
	296238	EGAN SUPPLY CO	03/11/2019	760.88
01 2610 610 002		HS Custodian Supplies		760.88
Total	EGAN SUPPLY CO			760.88
	PAYFLEX FEB2019	FIRST CONCORD BENEFITS	03/11/2019	100.00
01 2510 890 000		Superintendent Secretary Misc. Expenses		100.00
Total	FIRST CONCORD BENEFITS			100.00
	2019-43814-00	FREMONT INDUSTRIES, INC KURITA GROUP	03/11/2019	334.75
01 2610 431 002		HS Upkeep of Building		334.75
Total	FREMONT INDUSTRIES, INC KURITA GROUP			334.75
	78056	GREEN'S FURNACE & PLUMBING CO., INC	03/11/2019	332.50
01 2620 430 002		HS Repairs and Maintenance		332.50
	78119	GREEN'S FURNACE & PLUMBING CO., INC	03/11/2019	364.25
01 2620 430 002		HS Repairs and Maintenance		364.25
	78277	GREEN'S FURNACE & PLUMBING CO., INC	03/11/2019	95.00
01 2620 430 001		Elem Repairs and Maintenance Services		95.00
Total	GREEN'S FURNACE & PLUMBING CO., INC			791.75
	27525	HAMILTON EQUIPMENT COMPANY	03/11/2019	426.70
01 2620 430 001		Elem Repairs and Maintenance Services		426.70
Total	HAMILTON EQUIPMENT COMPANY			426.70
	27482	HAMILTON SERVICE CO	03/11/2019	3,552.00
01 2620 430 001		Elem Repairs and Maintenance Services		3,552.00
	27595	HAMILTON SERVICE CO	03/11/2019	377.74
01 2620 430 001		Elem Repairs and Maintenance Services		377.74
	27703	HAMILTON SERVICE CO	03/11/2019	311.50
01 2620 430 001		Elem Repairs and Maintenance Services		311.50

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	27729	HAMILTON SERVICE CO	03/11/2019	267.00
01 2620 430 001		Elem Repairs and Maintenance Services		267.00
	27742	HAMILTON SERVICE CO	03/11/2019	243.95
01 2620 430 002		HS Repairs and Maintenance		243.95
	27753	HAMILTON SERVICE CO	03/11/2019	222.50
01 2620 430 002		HS Repairs and Maintenance		222.50
Total	HAMILTON SERVICE CO			4,974.69
	655696	INSPRO INC.	03/11/2019	9,663.00
01 2310 520 000		BOE Insurance		9,663.00
	655697	INSPRO INC.	03/11/2019	263.00
01 2310 520 000		BOE Insurance		263.00
	655698	INSPRO INC.	03/11/2019	1,073.00
01 2310 520 000		BOE Insurance		1,073.00
	655699	INSPRO INC.	03/11/2019	2,681.00
01 2710 520 000		Bus Insurance		2,681.00
	655700	INSPRO INC.	03/11/2019	202.00
01 2310 520 000		BOE Insurance		202.00
	655701	INSPRO INC.	03/11/2019	6,128.00
01 2310 520 000		BOE Insurance		6,128.00
	655702	INSPRO INC.	03/11/2019	1,112.00
01 2310 520 000		BOE Insurance		1,112.00
	655703	INSPRO INC.	03/11/2019	720.00
01 2310 520 000		BOE Insurance		720.00
	655704	INSPRO INC.	03/11/2019	524.00
01 2310 520 000		BOE Insurance		524.00
Total	INSPRO INC.			22,366.00
	016607	IntelePeer Cloud Communications LLC	03/11/2019	298.00
01 2510 382 001		Elem Telephone		149.00
01 2510 382 002		HS Telephone		149.00
Total	IntelePeer Cloud Communications LLC			298.00
	03603107	J.W. PEPPER & SON INC.	03/11/2019	31.49
01 1100 614 002		HS Vocal Supplies		31.49
Total	J.W. PEPPER & SON INC.			31.49
	22536463	JOSTENS, INC	03/11/2019	14.04
01 2190 610 002 2		Commencement		14.04
	22544098	JOSTENS, INC	03/11/2019	49.99
01 2190 610 002 2		Commencement		49.99
Total	JOSTENS, INC			64.03
	14205 -	k12 ITC, Inc.	03/11/2019	6,784.74
01 2660 610 000		Security Supplies		6,784.74
Total	k12 ITC, Inc.			6,784.74
	FEB 2019 MILEAGE DK	Knutson, Denise	03/11/2019	46.98
01 1100 333 001		Elem Mileage		46.98
Total	Knutson, Denise			46.98
	51420412	MATHESON-TRI-GAS INC	03/11/2019	17.75
01 1100 610 002		HS General Supplies		17.75

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Total	MATHESON-TRI-GAS INC			17.75
01 2710 890 000	71	MENARDS	03/11/2019	50.97
		Bus Misc. Expenses		50.97
01 2610 610 002	99881	MENARDS	03/11/2019	259.13
		HS Custodian Supplies		259.13
Total	MENARDS			310.10
01 2610 610 002	00321674 - 2/25/2019	MIDWEST FARMERS COOP	03/11/2019	207.75
		HS Custodian Supplies		207.75
Total	MIDWEST FARMERS COOP			207.75
01 2610 431 001	5034	Midwest Walls & Landscape, Inc.	03/11/2019	600.00
		Elem Upkeep of Building		600.00
01 2610 431 001	5093	Midwest Walls & Landscape, Inc.	03/11/2019	1,562.50
		Elem Upkeep of Building		1,562.50
Total	Midwest Walls & Landscape, Inc.			2,162.50
01 2310 810 000	2019 NASB DUES	NE ASSOCIATION OF SCHOOL BOARDS	03/11/2019	4,435.00
		BOE Dues and Fees		4,435.00
01 2310 890 000	INV-03016-D3Z7H9	NE ASSOCIATION OF SCHOOL BOARDS	03/11/2019	150.00
		BOE Misc. Expenses		150.00
01 2310 890 000	INV-03082-M7V9R6	NE ASSOCIATION OF SCHOOL BOARDS	03/11/2019	150.00
		BOE Misc. Expenses		150.00
01 2310 890 000	INV-03198-N1Q5V6	NE ASSOCIATION OF SCHOOL BOARDS	03/11/2019	150.00
		BOE Misc. Expenses		150.00
Total	NE ASSOCIATION OF SCHOOL BOARDS			4,885.00
01 2610 622 002	1546-1 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	67.89
		HS Electricity		67.89
01 2610 622 001	3273-0 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	3,961.59
		Elem Electricity		3,961.59
01 2610 622 002	3321-7 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	6,326.69
		HS Electricity		6,326.69
01 2610 622 002	39368-6 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	127.06
		HS Electricity		127.06
01 2610 622 002	43577-6 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	101.11
		HS Electricity		101.11
01 2610 622 002	43679-0 - 1/4-2/4/19	NEBRASKA CITY UTILITIES	03/11/2019	43.40
		HS Electricity		43.40
Total	NEBRASKA CITY UTILITIES			10,627.74
01 2620 430 002	00485330	O'KEEFE ELEVATOR CO, INC	03/11/2019	215.08
		HS Repairs and Maintenance		215.08
Total	O'KEEFE ELEVATOR CO, INC			215.08

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	2/3/19-3/3/19 JO	O'Neil, Jan	03/11/2019	2,505.10
01 6404 320 001		IDEA Part B Birth-4 Pre-diagnosis		641.38
01 6406 320 001		IDEA Preschool Professional Service		251.76
01 2171 320 001		Physical Therapy Elem Contracted Service		1,293.88
01 2171 320 002		Physical Therapy HS Contracted Service		318.08
Total	O'Neil, Jan			2,505.10
	1502-20190228	ONE SOURCE	03/11/2019	137.00
01 2310 890 000		BOE Misc. Expenses		137.00
Total	ONE SOURCE			137.00
	FEB2019 ACTIVITY	PALMYRA ACTIVITY FUND	03/11/2019	518.68
01 2620 340 002		HS MAINTENANCE PROFESSIONAL SERVICE		256.00
01 2510 531 001		Elem Postage		131.34
01 2510 531 002		HS Postage		131.34
Total	PALMYRA ACTIVITY FUND			518.68
	45	Perry, Guthery, Hasse & Gessford, P.C., L.L.O.	03/11/2019	924.00
01 2310 317 000		BOE Legal Services		924.00
Total	Perry, Guthery, Hasse & Gessford, P.C., L.L.O.			924.00
	06202394	POSITIVE PROMOTIONS, INC	03/11/2019	58.80
01 1100 610 001		Elem General Supplies		58.80
Total	POSITIVE PROMOTIONS, INC			58.80
	PHS 2/25/2019	RECYCLING ENTERPRISES OF NE, INC.	03/11/2019	180.00
01 2610 431 002		HS Upkeep of Building		180.00
Total	RECYCLING ENTERPRISES OF NE, INC.			180.00
	HPALMY42 - FEB2019	Schaefer's Appliance Service, Inc.	03/11/2019	486.00
01 1200 733 002		Sped HS Furniture and Equipment		486.00
Total	Schaefer's Appliance Service, Inc.			486.00
	1791	SKYLER ENTERPRISES LLC	03/11/2019	2,700.00
01 2620 420 002		HS Cleaning Service		2,700.00
Total	SKYLER ENTERPRISES LLC			2,700.00
	149995	Southwest Auto	03/11/2019	2,002.88
01 2710 430 000		Bus Repairs and Maintenance		2,002.88
	150056	Southwest Auto	03/11/2019	194.00
01 2710 430 000		Bus Repairs and Maintenance		194.00
	150093	Southwest Auto	03/11/2019	984.24
01 2710 430 000		Bus Repairs and Maintenance		984.24
	150095	Southwest Auto	03/11/2019	430.02
01 2710 430 000		Bus Repairs and Maintenance		430.02
	150118	Southwest Auto	03/11/2019	193.00
01 2710 430 000		Bus Repairs and Maintenance		193.00
	150119	Southwest Auto	03/11/2019	520.55
01 2650 430 000		Vehicle Repairs and Maintenance		520.55
	150138	Southwest Auto	03/11/2019	1,445.53

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01 2710 430 000		Bus Repairs and Maintenance		1,445.53
	150147	Southwest Auto	03/11/2019	415.31
01 2710 430 000		Bus Repairs and Maintenance		415.31
	150192	Southwest Auto	03/11/2019	3,231.28
01 2710 430 000		Bus Repairs and Maintenance		3,231.28
	150240	Southwest Auto	03/11/2019	836.80
01 2710 430 000		Bus Repairs and Maintenance		836.80
Total Southwest Auto				<u>10,253.61</u>
	Q-00242603 -	STERLING COMPUTERS	03/11/2019	22,342.00
01 2660 610 000		Security Supplies		22,342.00
Total STERLING COMPUTERS				<u>22,342.00</u>
	685697854737	SYNCB/AMAZON	03/11/2019	12.99
01 6992 734 002		Secondary Computer Equipment		12.99
	743785483587	SYNCB/AMAZON	03/11/2019	14.31
01 6992 734 002		Secondary Computer Equipment		14.31
	757693587559	SYNCB/AMAZON	03/11/2019	62.87
01 2320 890 000		Superintendent Misc. Expenses		62.87
Total SYNCB/AMAZON				<u>90.17</u>
	50330	TCA OUTDOOR POWER	03/11/2019	223.43
01 2650 890 000		Other Vehicle Expenses		223.43
Total TCA OUTDOOR POWER				<u>223.43</u>
	936065	TRUCK CENTER COMPANIES	03/11/2019	955.10
01 2710 430 000		Bus Repairs and Maintenance		955.10
	936116	TRUCK CENTER COMPANIES	03/11/2019	6,358.45
01 2710 430 000		Bus Repairs and Maintenance		6,358.45
Total TRUCK CENTER COMPANIES				<u>7,313.55</u>
	50977	VILLAGE OF BENNET	03/11/2019	390.06
01 2610 622 001		Elem Electricity		36.56
01 2610 410 001		Elem Water & Sewer		353.50
Total VILLAGE OF BENNET				<u>390.06</u>
	230001 -1/26-2/26/19	VILLAGE OF PALMYRA	03/11/2019	24.00
01 2610 410 002		HS Water & Sewer		24.00
	257001 -1/26-2/26/19	VILLAGE OF PALMYRA	03/11/2019	226.00
01 2610 410 002		HS Water & Sewer		226.00
	274001 -1/26-2/26/19	VILLAGE OF PALMYRA	03/11/2019	24.00
01 2610 410 002		HS Water & Sewer		24.00
Total VILLAGE OF PALMYRA				<u>274.00</u>
	200867	VOICE NEWS	03/11/2019	96.00
01 2310 540 000		BOE Advertising		96.00
	201125	VOICE NEWS	03/11/2019	6.31
01 2310 540 000		BOE Advertising		6.31
	201126	VOICE NEWS	03/11/2019	24.83
01 2310 540 000		BOE Advertising		24.83
	201263	VOICE NEWS	03/11/2019	26.51
01 2310 540 000		BOE Advertising		26.51

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01 2310 540 000	201409	VOICE NEWS BOE Advertising	03/11/2019	113.20
01 2310 540 000	201410	VOICE NEWS BOE Advertising	03/11/2019	44.18
01 2310 540 000	201470	VOICE NEWS BOE Advertising	03/11/2019	96.00
Total VOICE NEWS				<u>407.03</u>
	091864556 - FEB 2019	WINDSTREAM	03/11/2019	116.36
01 2510 382 001		Elem Telephone		116.36
Total WINDSTREAM				<u>116.36</u>
Fund Number 01				<u>125,582.00</u>
Checking Account ID 1				<u>125,582.00</u>

**March 2019 Bills** \$125582.00 **February 2019 Payroll** \$ 472103.37 **Total:** \$597685.37



03/06/2019 08:29 AM

User ID: KFH

Expenditure Report by Function/Object - Summary

Regular, Processing Month 03/2019

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
4700	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4730	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4994	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6200	61,838.00	0.00	33,729.73	54.55	28,108.27	0.00	0.00	28,108.27
6310	0.00	0.00	3,873.75	0.00	(3,873.75)	0.00	0.00	(3,873.75)
6330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6404	46,248.00	733.05	33,002.34	71.36	13,245.66	0.00	0.00	13,245.66
6406	20,596.00	646.90	8,884.66	43.14	11,710.34	0.00	0.00	11,710.34
6410	85,187.00	0.00	38,568.14	45.27	46,618.86	0.00	0.00	46,618.86
6411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6810	10,091.00	0.00	0.00	0.00	10,091.00	0.00	0.00	10,091.00
6989	0.00	0.00	2,358.00	0.00	(2,358.00)	0.00	0.00	(2,358.00)
6992	58,000.00	27.30	50,265.93	86.67	7,734.07	0.00	0.00	7,734.07
8000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000	0.00	0.00	75.00	0.00	(75.00)	0.00	0.00	0.00
01	7,184,687.00	125,562.00	3,656,870.08	50.90	3,527,816.92	0.00	0.00	3,527,816.92

## NASB Monthly Update for Board Meetings

Agenda Item: MARCH 2019

### **“NASB Update”**

Welcome to March. The Legislature is over one-third of the way through, with MANY of your peer board members coming to Lincoln to testify on various bills. Thanks too, to all of the districts who have sent letters or contacted Senators on bills, specifically as it relates to school spending. Your engagement, large or small, has an impact.

To stay up to speed on all bills, most of which have constant movement, bookmark “Bills to Follow” at [www.NASBonline.org](http://www.NASBonline.org)

<https://nasb.envisiams.com/legislative-bills>

It is important to know how each specific bill impacts your specific district and community in both the short term, and long term. Please let NASB know how we can help.

February saw both the Budget & Finance Workshops, and the annual President’s Retreat. Great attendance and engagement for all, thanks to those who were able to attend.

In March, NASB will be:

- Conducting the NAEP State Convention (March 26-27 in Grand Island)
- Attending the NSBA Annual Conference (March 30 - April 1 in Philadelphia)
- Hosting Spring Legal Workshops (April 16 – Gering, April 17 – North Platte, April 24 – La Vista)

***You can learn more, and register for the above events at [www.NASBonline.org](http://www.NASBonline.org)***

Stay engaged online at [www.NASBonline.org](http://www.NASBonline.org)

Follow NASB on twitter at [www.twitter.com/NASBonline](https://www.twitter.com/NASBonline) using the hashtag #liveNASB

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the ***Board Notes newsletter*** for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

Thanks for all you do for your board, your community and the entire state by serving public education in Nebraska.

### **March Elementary Principal's Report:**

#### **NSCAS Testing (Nebraska Student Centered Assessment System)**

The dates for Nebraska State Testing will be April 8<sup>th</sup>-12<sup>th</sup> for third through sixth grade.

#### **Read Across America Week Activities:**

Bennet Elementary students celebrated Read Across America during the week of February 25<sup>th</sup>. Activities included: Rainbow Color Day, Hat Day, Crazy Socks Day, daily Dr. Seuss trivia questions, pajama day, 6<sup>th</sup> grade special guest readers in classrooms and Dr. Seuss birthday cookies. It was a fun week for the students that promoted reading across all grade levels.

#### **Family Reading Night:**

Bennet Boosters hosted a Family Reading Night for students and families on Thursday, February 28<sup>th</sup>. Families enjoyed cookies and milk along with shopping at the Scholastic Book Fair. Students were encouraged to participate in Accelerated Reader.

#### **End of Third Quarter:**

The end of third quarter was Thursday, March 7<sup>th</sup>. We will be sending home report cards on Wednesday, March 13<sup>th</sup>.

#### **Kindergarten Round Up:**

Bennet Elementary will have KDG Round Up on Friday, April 5<sup>th</sup>. We will be having a parent orientation meeting on Monday, April 1<sup>st</sup> for parents.

#### **Caring Project:**

The Bennet Caring Project was a huge success. A special thank you to all the students at District OR1 for donating over 775 items to the Lincoln Humane Society.



Rob Hanger  
Superintendent  
District OR-1 Public Schools  
425 F Street  
Palmyra, NE 68418

Geotechnical Services  
Palmyra Sports Complex

February 22, 2019  
Project No: 00111853.00  
Invoice No: 130852

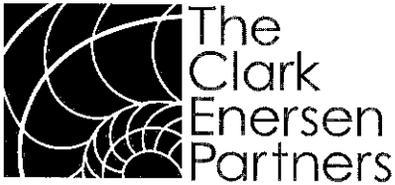
**Professional Services from January 21, 2019 to February 17, 2019**

Task 00001 Geotechnical Investigation & Report

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager I				
Petersen, Doyle	1.00	130.00	130.00	
Totals	1.00		130.00	
<b>Total Labor</b>				<b>130.00</b>
		<b>Total this Task</b>		<b>\$130.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	130.00	4,510.00	4,640.00	
Limit			43,257.00	
Remaining			38,617.00	
		<b>Total this Invoice</b>		<b><u>\$130.00</u></b>



Robert Hanger  
 District OR-1 Public Schools  
 PO Box 130  
 Palmyra, NE 68418

February 13, 2019  
 Project No: 845-002-18  
 Invoice No: 5

Project 845-002-18 District OR-1 Palmyra Sports Complex  
For professional services rendered for the period December 29, 2018 to February 1, 2019 for the referenced project.

**Fee Earned:**

Total Fee	350,000.00		
Percent Complete	75.00	Total Earned	262,500.00
		Previous Fee Billing	245,000.00
		Current Fee Billing	17,500.00
		<b>Total Fee</b>	<b>17,500.00</b>

**Reimbursable Expenses**

Miscellaneous	Nebraska State Fire Marshal	750.00	
Printing		1,348.48	
Travel		81.20	
	<b>Total Reimbursable Expenses</b>	<b>2,179.68</b>	<b>2,179.68</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Fees	17,500.00	245,000.00	262,500.00
Limit			350,000.00
Remaining			87,500.00
Expenses	2,179.68	796.16	2,975.84
Limit			2,975.84
		<b>Total this Invoice</b>	<b>\$19,679.68</b>

*Melanie D. Stover*  
 Melanie D. Stover  
 Business Manager

**AT&T TAR**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



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

233 South 13 Street, Suite 1400

Lincoln, NE 68508

402-476-9200

District OR-1 Public Schools (aka Palmyra-Bennet)
425 "F" Street
Palmyra, NE 68418

Page: 1

Statement Date: 02/21/2019

Account No. 7911.30000

Statement No. 6

Olson Foundation

PREVIOUS BALANCE \$2,925.00

FEES

01/25/2019 Review of bid tabs; discuss status of low bid and needed change order to meet budget; process to follow to meet statutory and case law requirements

01/30/2019 E-mails with T.R. and R.H. re: Nemaha Landscape bid with Change Order.

01/31/2019 Revise Motion to Accept Nemaha Landscape bid with Change Order; phone conference with R.H. re Special Meeting Notice posting. Prepare A104 Contract for Nemaha Landscape, Inc.

02/01/2019 Work on modifications to A104 Contract for Nemaha Landscape, Inc., calls to Tim Ripp and Rob Hanger; e-mails with revised agreement.

02/05/2019 Address issue of execution of Last Mile agreement.

02/21/2019 Work on revision of AIA A104 contract with Nemaha Landscapes; conference with T.R.; Conference with R.H.; email to all.

CURRENT FEES 1,800.00

TOTAL FOR CURRENT SERVICES 1,800.00

BALANCE DUE FOR ABOVE LEGAL SERVICES \$4,725.00

We pride ourselves on being a full-service firm that has helped our clients achieve their goals for over 90 years.

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Banking Law

Business & Commercial Law

Creditor's Rights/Bankruptcy

Personal Injury

Family Law & Mediation

General Litigation

Estate Planning & Probate

Guardianship

Real Estate

School Law

Workers' Compensation

Labor & Employment Law

## **March Activities Board Report**

FFA qualified for National Land Judging in April

FCCLA qualified 2 students for State Leadership in April

### **Activity Participation**

8--JH Wrestler participants

10--HS Boys golf participants

20--HS boys track participants

17--HS girls track participants

### **Activities Calendar**

See attached



**March High School Principal's Report:**

1. 3<sup>rd</sup> quarter ended March 7th.
2. NAEP (National Assessment of Educational Progress) testing was on March 6<sup>th</sup>. This was just the 8<sup>th</sup> grade.
3. Juuling/E-cig presentation at Weeping Water March 27<sup>th</sup> @ 7pm. (See attached Flyer)
4. Congrats to the Palmyra Cheer Squad on their 1<sup>st</sup> and 2<sup>nd</sup> place finishes at State
5. Review of the eligibility process and requirements

**Balance Sheet**  
Period Ending: February 2019  
Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 01 GENERAL FUND</b>				
<u>Current Assets</u>				
01 101	CASH IN BANK	2,195,580.39	1,000.52	2,196,580.91
01 110	Receivable Account	0.00	0.00	0.00
	Current Assets Subtotal:	<u>2,195,580.39</u>	<u>1,000.52</u>	<u>2,196,580.91</u>
<u>Other Assets</u>				
01 390	Budgeted Revenue	6,457,043.00	0.00	6,457,043.00
01 392	Less: Revenue Received	(2,323,948.41)	(514,202.52)	(2,838,150.93)
	Other Assets Subtotal:	<u>4,133,094.59</u>	<u>(514,202.52)</u>	<u>3,618,892.07</u>
	<b>Total Assets and Deferred Outflows of Resources:</b>	<u><u>6,328,674.98</u></u>	<u><u>(513,202.00)</u></u>	<u><u>5,815,472.98</u></u>
<u>Current Liabilities</u>				
01 402	Accounts Payable	0.00	0.00	0.00
01 450	PAYROLL DEDUCTION PAYABLE	1,037.51	0.00	1,037.51
01 451	FICA PAYABLE	0.00	0.00	0.00
01 452	FIT PAYABLE	0.00	0.00	0.00
01 453	INSURANCE PAYABLE	758.12	0.00	758.12
01 454	RETIREMENT PAYABLE	0.00	0.00	0.00
01 455	SIT PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>1,795.63</u>	<u>0.00</u>	<u>1,795.63</u>
<u>Other Liabilities</u>				
01 603	Encumbrance Commitments	0.00	0.00	0.00
01 690	Budgeted Expenditures	7,184,687.00	0.00	7,184,687.00
01 692	Less: Expenditures to Date	(3,018,086.08)	(513,202.00)	(3,531,288.08)
01 694	Less: Encumbrance Commitments	0.00	0.00	0.00
01 696	Less: Outstanding Accounts Pa	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>4,166,600.92</u>	<u>(513,202.00)</u>	<u>3,653,398.92</u>
<u>Fund Balance</u>				
01 704	Fund Balance - Regular Unspent	2,887,922.43	0.00	2,887,922.43
01 705	Budgeted Fund Balance	(727,644.00)	0.00	(727,644.00)
01 999	Suspense Account	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>2,160,278.43</u>	<u>0.00</u>	<u>2,160,278.43</u>
	<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>	<u><u>6,328,674.98</u></u>	<u><u>(513,202.00)</u></u>	<u><u>5,815,472.98</u></u>

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 02 Depreciation</b>				
<u>Current Assets</u>				
02 101	CASH	222,407.53	11,547.15	233,954.68
	Current Assets Subtotal:	222,407.53	11,547.15	233,954.68
<u>Other Assets</u>				
02 390	BUDGETED REVENUE	0.00	0.00	0.00
02 392	LESS: REVENUE RECEIVED	(242.76)	(11,547.15)	(11,789.91)
	Other Assets Subtotal:	(242.76)	(11,547.15)	(11,789.91)
<b>Total Assets and Deferred Outflows of Resources:</b>		<b>222,164.77</b>	<b>0.00</b>	<b>222,164.77</b>
<u>Current Liabilities</u>				
02 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
02 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
02 603	ENCUMBRANCES	0.00	0.00	0.00
02 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
02 692	LESS: EXPENDITURES TO DATE	(164,398.70)	0.00	(164,398.70)
02 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(164,398.70)	0.00	(164,398.70)
<u>Fund Balance</u>				
02 704	FUND BALANCE	386,563.47	0.00	386,563.47
02 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	386,563.47	0.00	386,563.47
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		<b>222,164.77</b>	<b>0.00</b>	<b>222,164.77</b>

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 03 Unemployment</b>				
<u>Current Assets</u>				
03 101	CASH	18,693.77	10.91	18,704.68
03 106	SAVINGS CERTIFICATES	20,000.00	0.00	20,000.00
	Current Assets Subtotal:	<u>38,693.77</u>	<u>10.91</u>	<u>38,704.68</u>
<u>Other Assets</u>				
03 390	BUDGETED REVENUE	0.00	0.00	0.00
03 392	LESS: REVENUE RECEIVED	(84.72)	(10.91)	(95.63)
	Other Assets Subtotal:	<u>(84.72)</u>	<u>(10.91)</u>	<u>(95.63)</u>
<b>Total Assets and Deferred Outflows of Resources:</b>		<u>38,609.05</u>	<u>0.00</u>	<u>38,609.05</u>
<u>Current Liabilities</u>				
03 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
03 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
03 603	ENCUMBRANCES	0.00	0.00	0.00
03 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
03 692	LESS: EXPENDITURES TO DATE	0.00	0.00	0.00
03 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Fund Balance</u>				
03 704	FUND BALANCE	38,609.05	0.00	38,609.05
03 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>38,609.05</u>	<u>0.00</u>	<u>38,609.05</u>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		<u>38,609.05</u>	<u>0.00</u>	<u>38,609.05</u>

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 05      Activity Fund</b>				
<u>Current Assets</u>				
05 101	CASH	145,609.51	2,225.73	147,835.24
	Current Assets Subtotal:	<u>145,609.51</u>	<u>2,225.73</u>	<u>147,835.24</u>
<u>Other Assets</u>				
05 390	BUDGETED REVENUE	0.00	0.00	0.00
05 392	LESS: REVENUE RECEIVED	(71,789.77)	(13,217.72)	(85,007.49)
	Other Assets Subtotal:	<u>(71,789.77)</u>	<u>(13,217.72)</u>	<u>(85,007.49)</u>
<b>Total Assets and Deferred Outflows of Resources:</b>		<u>73,819.74</u>	<u>(10,991.99)</u>	<u>62,827.75</u>
<u>Current Liabilities</u>				
05 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
05 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
05 603	ENCUMBRANCES	0.00	0.00	0.00
05 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
05 692	LESS: EXPENDITURES TO DATE	(84,758.69)	(10,991.99)	(95,750.68)
05 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>(84,758.69)</u>	<u>(10,991.99)</u>	<u>(95,750.68)</u>

**Balance Sheet**  
Period Ending: February 2019  
Annual; Processing Month 02/2019; Fund Number 05

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 05    Activity Fund</b>				
<u>Current Assets</u>				
05 101	CASH	145,609.51	2,225.73	147,835.24
	Current Assets Subtotal:	145,609.51	2,225.73	147,835.24
Total Assets and Deferred Outflows of Resources:		145,609.51	2,225.73	147,835.24
<u>Current Liabilities</u>				
05 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
05 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
05 603	ENCUMBRANCES	0.00	0.00	0.00
05 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	0.00	0.00	0.00
<u>Fund Balance</u>				
05 704 0001	ATHLETIC	13,982.54	1,506.98	15,489.52
05 704 0002	ANNUAL	8,700.33	0.00	8,700.33
05 704 0003	MUSIC	1,019.98	50.00	1,069.98
05 704 0004	ELEMENTARY UNIT	11,430.41	0.00	11,430.41
05 704 0005	STUDENT COUNCIL	1,920.95	90.00	2,010.95
05 704 0006	FFA	29,670.89	(162.60)	29,508.29
05 704 0007	HIGH SCHOOL UNIT	593.89	(43.58)	550.31
05 704 0008	P CLUB	1,032.28	0.00	1,032.28
05 704 0009	FCCLA	2,260.15	(40.73)	2,219.42
05 704 0010	MISC ACCOUNT	1,921.80	3.61	1,925.41
05 704 0011	ART CLUB	464.47	0.00	464.47
05 704 0012	NATIONAL HONOR SOCIETY	532.77	0.00	532.77
05 704 0013	SPEECH	609.33	0.00	609.33
05 704 0014	1ST GRADE	513.24	0.00	513.24
05 704 0015	BOYS BASKETBALL	1,416.17	458.20	1,874.37
05 704 0016	CONCESSIONS	4,445.37	851.02	5,296.39
05 704 0017	GIRLS BASKETBALL	3,033.97	(210.00)	2,823.97
05 704 0018	BONDS	0.00	0.00	0.00
05 704 0019	INTEREST	270.52	5.63	276.15
05 704 0020	UNION BANK	0.00	0.00	0.00
05 704 0021	PALMYRA SPORTS APPAREL	0.00	0.00	0.00
05 704 0022	FIELDS SCHOLARSHIP	4,463.80	0.00	4,463.80
05 704 0023	CROSS COUNTRY	1,271.55	0.00	1,271.55
05 704 0024	INDUSTRIAL ARTS SHOP	534.69	0.00	534.69
05 704 0025	LIBRARY	2,200.20	0.00	2,200.20
05 704 0026	PARTY GROUP	1,132.31	0.00	1,132.31
05 704 0027	CLASS OF 2017	0.83	0.00	0.83

**Balance Sheet**  
Period Ending: February 2019  
Annual; Processing Month 02/2019; Fund Number 05

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
05 704 0028	MUSICAL/DRAMA	3,990.31	0.00	3,990.31
05 704 0029	WRESTLING	196.11	0.00	196.11
05 704 0030	GENERAL FUND REIMBURSEMENT	0.00	(518.68)	(518.68)
05 704 0031	6TH GRADE	286.13	0.00	286.13
05 704 0032	WEIGHTS	2,688.16	0.00	2,688.16
05 704 0033	VOLLEYBALL ACCOUNT	1,020.82	(68.52)	952.30
05 704 0034	IMPREST FUND	2,000.00	0.00	2,000.00
05 704 0035	BENNET BOOSTERS	1,589.67	0.00	1,589.67
05 704 0036	CHEERLEADING	1,027.57	583.00	1,610.57
05 704 0037	BENNET BACK-PACK PROGRAM	333.21	0.00	333.21
05 704 0038	CLASS OF 2020	678.55	22.40	700.95
05 704 0039	FAMILY PASSES	570.00	0.00	570.00
05 704 0040	STUDENT FEES	8,375.00	0.00	8,375.00
05 704 0041	QUIZ BOWL	600.08	0.00	600.08
05 704 0042	JR HIGH BASKETBALL	20.50	0.00	20.50
05 704 0043	8TH GRADE CAMPUS VISIT GRANT	180.10	0.00	180.10
05 704 0044	SPANISH	44.55	0.00	44.55
05 704 0045	TROPHY CASE	0.00	100.00	100.00
05 704 0046	CLASS OF 2016	282.52	0.00	282.52
05 704 0047	NATIONAL BREAST CANCER FOUNDATION	0.01	0.00	0.01
05 704 0048	CLASS OF 2018	0.00	0.00	0.00
05 704 0049	SHOW CHOIR	1,152.46	(80.00)	1,072.46
05 704 0050	CHROMEBOOK INSURANCE	25,246.08	(321.00)	24,925.08
05 704 0051	GOLF	0.00	0.00	0.00
05 704 0053	CLASS OF 2019	1,905.24	0.00	1,905.24
Fund Balance Subtotal:		145,609.51	2,225.73	147,835.24
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		145,609.51	2,225.73	147,835.24

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 06 Hot Lunch</b>				
<u>Current Assets</u>				
06 101	CASH	60,292.85	(6,450.36)	53,842.49
	Current Assets Subtotal:	60,292.85	(6,450.36)	53,842.49
<u>Other Assets</u>				
06 390	BUDGETED REVENUE	0.00	0.00	0.00
06 392	LESS: REVENUE RECEIVED	(132,005.40)	(26,692.82)	(158,698.22)
	Other Assets Subtotal:	(132,005.40)	(26,692.82)	(158,698.22)
<b>Total Assets and Deferred Outflows of Resources:</b>		(71,712.55)	(33,143.18)	(104,855.73)
<u>Current Liabilities</u>				
06 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
06 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
06 603	ENCUMBRANCES	0.00	0.00	0.00
06 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
06 692	LESS: EXPENDITURES TO DATE	(139,378.56)	(33,143.18)	(172,521.74)
06 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(139,378.56)	(33,143.18)	(172,521.74)
<u>Fund Balance</u>				
06 704	FUND BALANCE	67,666.01	0.00	67,666.01
06 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	67,666.01	0.00	67,666.01
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		(71,712.55)	(33,143.18)	(104,855.73)

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 07 Bond</b>				
<u>Current Assets</u>				
07 101	CASH	73,453.70	49,188.39	122,642.09
	Current Assets Subtotal:	<u>73,453.70</u>	<u>49,188.39</u>	<u>122,642.09</u>
<u>Other Assets</u>				
07 390	BUDGETED REVENUE	0.00	0.00	0.00
07 392	LESS: REVENUE RECEIVED	(266,638.25)	(49,188.39)	(315,826.64)
	Other Assets Subtotal:	<u>(266,638.25)</u>	<u>(49,188.39)</u>	<u>(315,826.64)</u>
<b>Total Assets and Deferred Outflows of Resources:</b>		<u>(193,184.55)</u>	<u>0.00</u>	<u>(193,184.55)</u>
<u>Current Liabilities</u>				
07 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
07 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Other Liabilities</u>				
07 603	ENCUMBRANCES	0.00	0.00	0.00
07 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
07 692	LESS: EXPENDITURES TO DATE	(610,800.00)	0.00	(610,800.00)
07 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	<u>(610,800.00)</u>	<u>0.00</u>	<u>(610,800.00)</u>
<u>Fund Balance</u>				
07 704	FUND BALANCE	417,615.45	0.00	417,615.45
07 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	<u>417,615.45</u>	<u>0.00</u>	<u>417,615.45</u>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		<u>(193,184.55)</u>	<u>0.00</u>	<u>(193,184.55)</u>

**Balance Sheet**  
 Period Ending: February 2019  
 Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 08 Special Building Fund</b>				
<u>Current Assets</u>				
08 101	CASH	488,002.14	(210,740.21)	277,261.93
08 106	SAVINGS CERTIFICATES	50,000.00	0.00	50,000.00
	Current Assets Subtotal:	538,002.14	(210,740.21)	327,261.93
<u>Other Assets</u>				
08 390	BUDGETED REVENUE	0.00	0.00	0.00
08 392	LESS: REVENUE RECEIVED	(111,862.60)	(26,667.33)	(138,529.93)
	Other Assets Subtotal:	(111,862.60)	(26,667.33)	(138,529.93)
<b>Total Assets and Deferred Outflows of Resources:</b>		<b>426,139.54</b>	<b>(237,407.54)</b>	<b>188,732.00</b>
<u>Current Liabilities</u>				
08 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
08 696	LESS: ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
08 603	ENCUMBRANCES	0.00	0.00	0.00
08 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
08 692	LESS: EXPENDITURES TO DATE	(114,751.39)	(237,407.54)	(352,158.93)
08 694	LESS: ENCUMBRANCE COMMITMENTS	0.00	0.00	0.00
	Other Liabilities Subtotal:	(114,751.39)	(237,407.54)	(352,158.93)
<u>Fund Balance</u>				
08 704	FUND BALANCE	540,890.93	0.00	540,890.93
08 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	540,890.93	0.00	540,890.93
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		<b>426,139.54</b>	<b>(237,407.54)</b>	<b>188,732.00</b>

**Balance Sheet**  
Period Ending: February 2019  
Monthly; Processing Month 02/2019

<u>Account Number</u>	<u>Description</u>	<u>Previous Balance</u>	<u>Current Month</u>	<u>Ending Balance</u>
<b>Fund: 09 Construction</b>				
<u>Current Assets</u>				
09 101	CASH	17.24	0.96	18.20
	Current Assets Subtotal:	17.24	0.96	18.20
<u>Other Assets</u>				
09 390	BUDGETED REVENUE	0.00	0.00	0.00
09 392	LESS: REVENUE RECEIVED	(76,588.53)	(140,546.86)	(217,135.39)
	Other Assets Subtotal:	(76,588.53)	(140,546.86)	(217,135.39)
<b>Total Assets and Deferred Outflows of Resources:</b>		(76,571.29)	(140,545.90)	(217,117.19)
<u>Current Liabilities</u>				
09 402	ACCOUNTS PAYABLE	0.00	0.00	0.00
	Current Liabilities Subtotal:	0.00	0.00	0.00
<u>Other Liabilities</u>				
09 690	BUDGETED EXPENDITURES	0.00	0.00	0.00
09 692	LESS: EXPENDITURES TO DATE	(76,587.18)	(140,545.90)	(217,133.08)
	Other Liabilities Subtotal:	(76,587.18)	(140,545.90)	(217,133.08)
<u>Fund Balance</u>				
09 704	FUND BALANCE	15.89	0.00	15.89
09 705	BUDGETED FUND BALANCE	0.00	0.00	0.00
	Fund Balance Subtotal:	15.89	0.00	15.89
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Equity:</b>		(76,571.29)	(140,545.90)	(217,117.19)

**Revenue Summary Report**  
Processing Month: 02/2019  
Regular; Processing Month 02/2019

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	LOCAL PROPERTY TAXES	4,613,015.00	231,511.48	1,540,577.83	33.40	3,072,437.17
01 1115	CARLINE TAX	0.00	0.00	0.00	0.00	0.00
01 1125	MOTOR VEHICLE TAXES	283,952.00	38,486.03	166,720.53	58.71	117,231.47
01 1190	OTHER TAXES	0.00	0.00	0.00	0.00	0.00
01 1312	SUMMER SCHOOL TUITION	10,000.00	0.00	0.00	0.00	10,000.00
01 1315	TUITION OTHER DISTRICTS	0.00	0.00	0.00	0.00	0.00
01 1316	SENCAP - TUITION	0.00	0.00	0.00	0.00	0.00
01 1370	PRESCHOOL TUITION & FEES	10,000.00	4,213.00	19,226.00	192.26	(9,226.00)
01 1421	TRANSPORTATION OTHER DISTRICTS	0.00	0.00	0.00	0.00	0.00
01 1510	INTEREST ON INVESTMENTS	0.00	86.15	611.90	0.00	(611.90)
01 1743	DRIVERS EDUCATION - SUMMER FEES	0.00	0.00	0.00	0.00	0.00
01 1800	REC PROGRAM - COMMUNITY SERVICES	25,000.00	5,919.50	20,432.15	81.73	4,567.85
01 1910	RENTAL OF SCHOOL FACILITY	200.00	20.00	40.00	20.00	160.00
01 1911	LOCAL LICENSE FEES	0.00	0.00	710.00	0.00	(710.00)
01 1990	OTHER LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		4,942,167.00	280,236.16	1,748,318.41	35.38	3,193,848.59
01 2110	COUNTY FINES & LICENSE FEES	20,000.00	1,340.40	24,166.73	120.83	(4,166.73)
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	0.00	0.00	0.00
01 2150 0002	SAFETY & SECURITY	0.00	0.00	0.00	0.00	0.00
01 2210	ESU RECEIPTS	5,000.00	0.00	9,621.20	192.42	(4,621.20)
Subtotal: COUNTY AND ESU RECEIPTS		25,000.00	1,340.40	33,787.93	135.15	(8,787.93)
01 3110	STATE AID	949,876.00	94,988.00	571,226.95	60.14	378,649.05
01 3120	SPED SCHOOL AGE	200,000.00	121,769.86	224,405.86	112.20	(24,405.86)
01 3125	SPED TRANSPORTATION	1,500.00	0.00	0.00	0.00	1,500.00
01 3130	HOMESTEAD EXEMPTION	20,000.00	0.00	0.00	0.00	20,000.00
01 3131	PROPERTY TAX CREDIT	0.00	0.00	0.00	0.00	0.00
01 3180	PRO-RATE MOTOR VEHICLE	7,000.00	0.00	0.00	0.00	7,000.00
01 3400	STATE APPORTIONMENT	52,000.00	0.00	0.00	0.00	52,000.00
01 3500	QUALITY ED INCENTIVE GRANT	0.00	0.00	0.00	0.00	0.00
01 3512	DISTANCE EDUCATON INCENTIVE PAYMENTS	0.00	0.00	0.00	0.00	0.00
01 3513	MENTOR GRANT	0.00	0.00	0.00	0.00	0.00
01 3535	PAYMENTS FOR HIGH ABILITY LEARNERS	3,500.00	0.00	5,232.00	149.49	(1,732.00)
01 3540	STATE EARLY CHILDHOOD	60,000.00	0.00	0.00	0.00	60,000.00
01 3800	REVENUE IN LIEU OF SCHOOL LAND TAX	0.00	0.00	0.00	0.00	0.00
01 3990	OTHER STATE RECEIPTS	25,000.00	0.00	150.00	0.60	24,850.00
Subtotal: STATE RECEIPTS		1,318,876.00	216,757.86	801,014.81	60.73	517,861.19
01 4300	RESTRICTED GRANTS-IN-AID FROM FED GOV	5,000.00	0.00	0.00	0.00	5,000.00
01 4310	REAP	35,000.00	0.00	48,322.00	138.06	(13,322.00)
01 4500	GRANTS FROM THE FED GOV THROUGH STATE	0.00	0.00	0.00	0.00	0.00
01 4505	TITLE 1 PART A - CARRY OVER	0.00	0.00	0.00	0.00	0.00
01 4506	TITLE 1 PART A - CURRENT YEAR	32,000.00	0.00	0.00	0.00	32,000.00
01 4507	TITLE 1 SCHOOL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
01 4509	TITLE II SUPPORTING EFFECTIVE INSTRUCTIO	0.00	0.00	0.00	0.00	0.00
01 4511	TITLE V, REAP RURAL LOW INCOME SCH GRANT	0.00	0.00	0.00	0.00	0.00
01 4512	IDEA PART B BASE ALLOCATIONS	0.00	0.00	0.00	0.00	0.00
01 4516	IDEA PRESCHOOL BASE/IDEA ENROL POVERTY	0.00	0.00	45,203.00	0.00	(45,203.00)
01 4519	IDEA ENROLLMENT/POVERTY	85,000.00	0.00	60,926.00	71.68	24,074.00
01 4521	IDEA PART B PROPORTIONATE	0.00	0.00	0.00	0.00	0.00
01 4524	OTHER FEDERAL NON-CATEGORICAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
01 4525	FEDERAL VOCATIONAL & APPLIED TECH EDUC	0.00	0.00	0.00	0.00	0.00
01 4580	Ed Jobs	0.00	0.00	0.00	0.00	0.00

**Revenue Summary Report**  
Processing Month: 02/2019  
Regular; Processing Month 02/2019

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 4599	Fed State Fiscal Stabilization ARRA	0.00	0.00	0.00	0.00	0.00
01 4610	ARRA: Idea Part B Enrollment /Pover	0.00	0.00	0.00	0.00	0.00
01 4630	ARRA idea	0.00	0.00	0.00	0.00	0.00
01 4708	MEDICAID REIMBURSEMENT SPED	7,500.00	0.00	0.00	0.00	7,500.00
01 4709	MEDICAID ADMIN ACTIVITIES (MAAPS)	5,500.00	0.00	0.00	0.00	5,500.00
01 4750	School to Work	0.00	0.00	0.00	0.00	0.00
01 4810	ARRA TITLE 1	0.00	0.00	0.00	0.00	0.00
01 4900	OTHER FEDERAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
01 4955	NCLB Title II Part A (teacher/princ	0.00	0.00	0.00	0.00	0.00
01 4960	NCLB Title IV Part A (Safe & Drug F	0.00	0.00	0.00	0.00	0.00
01 4965	Goals 2000	0.00	0.00	0.00	0.00	0.00
01 4975	Innovation in Education (Frameworks	0.00	0.00	0.00	0.00	0.00
01 4985	NCLB Title II Part D (Technology)	0.00	0.00	0.00	0.00	0.00
01 4994	SCIP	0.00	0.00	0.00	0.00	0.00
Subtotal: FEDERAL RECEIPTS		170,000.00	0.00	154,451.00	90.85	15,549.00
01 5200	FUND TRANSFERS	0.00	15,758.10	93,639.07	0.00	(93,639.07)
01 5300	SALE OF ASSETS	0.00	0.00	500.00	0.00	(500.00)
01 5301	INSURANCE ADJUSTMENTS	0.00	0.00	885.00	0.00	(885.00)
01 5400	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
01 5610	Art Class Receipts	0.00	0.00	0.00	0.00	0.00
01 5620	Industrial Arts Receipts	0.00	0.00	0.00	0.00	0.00
01 5690	OTHER NON-REVENUE RECEIPTS	1,000.00	110.00	3,024.71	302.47	(2,024.71)
Subtotal: NON-REVENUE RECEIPTS		1,000.00	15,868.10	98,048.78	9,804.88	(97,048.78)
01 9000	NON-PROGRAMMED RECEIPTS	0.00	0.00	2,530.00	0.00	(2,530.00)
Subtotal: NON-PROGRAM RECEIPTS		0.00	0.00	2,530.00	0.00	(2,530.00)
Fund Total:		8,467,043.00	514,202.52	2,838,150.93	43.95	3,618,892.07

Internal Board Policies - Board MembersCode of Ethics

It shall be the policy of District OR-1 Public Schools that members of the Board of Education will exercise their responsibilities in accordance with the following Code of Ethics:

1. As a member of the local Board of Education, representing all the citizens of the District OR-1 School District, each Board member will recognize:
  - a. That he or she has been entrusted with the educational development of the children and youth of the district.
  - b. That the district expects that the first and greatest concern of a school Board member will be the best interest of each and every one of the young people enrolled in the district's schools.
  - c. That the future welfare of this district, of this state, and of our nation depends in the largest measure upon the quality of education provided in District OR-1 Public Schools to meet the needs of every learner.
  - d. That members of the Board of Education must collectively take the initiative in helping all the people in this district to have updated, accurate information about the public schools system, and to provide the finest possible school programs, school staff, and school facilities.
  - e. That by statute the authority of the Board of Education is derived from the state which is ultimately responsible for the organization and operation of the public schools and which determines the degree of discretionary power exercised by the Board representing the people of the District OR-1 Public Schools District.
  - f. That a school Board member must never neglect his or her personal obligation to the district and legal obligation to the State of Nebraska, nor surrender these responsibilities to any other person, group or organization; but that, beyond this, each school Board member has a moral and civic obligation to our country which can remain strong and free only so long as public schools in the United States are kept strong and free.
2. In view of the foregoing consideration, it must be the constant endeavor of each school Board member:
  - a. To devote time, thought and study to the duties and responsibilities of a school Board member so that he/she may render effective and creditable service.

- b. To work with fellow school Board members in a spirit of harmony and cooperation so as to convert differences of opinion which arise during discussion and debate into a consensus for the benefit of the students enrolled in District OR-1 Public Schools.
- c. To base personal decisions upon all available facts in each situation, to vote honest conviction in every case, unswayed by partisan bias of any kind; thereafter, to abide by and uphold the final majority decision of the Board of Education.
- d. To remember at all times that individual Board members have no local authority outside the meetings of the Board of Education, and to conduct relationships with school staff members, local citizens, and all media of communication on the basis of this fact.
- e. To resist every temptation and outside pressure to use the position as a school Board member to benefit either oneself, immediate family or any other individual or agency apart from the total interest of the school system.
- f. To recognize that it is as important for the Board of Education to understand and evaluate the educational program of District OR-1 Public Schools as it is to plan for the business of the school district.
- g. To bear in mind under all circumstances that the primary function of the Board of Education is to establish and maintain the policies by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be the primary responsibility of the Superintendent of Schools and the professional and non-professional staff members who are employed to work with the Superintendent of Schools.
- h. To welcome and encourage active cooperation by citizens, organizations, and the media of communication in District OR-1 Public Schools with respect to the establishment of policy on current school operation and proposed future developments.
- i. To strive step by step to achieve the ideal conditions for the most effective service by a Board of Education to its district, in a spirit of teamwork and unwavering commitment to the American system of public education as a primary means for preservation and perpetuation of our representative democracy.

Date of Adoption: January 17, 2017

## **Board of Education Regular Meeting**

Monday, February 11, 2019 7:00 PM

Media Center at the Palmyra District OR-1 Public Schools

425 F Street

Palmyra, NE 68418

Jaimi Calfee: Present  
Doug Church: Present  
Brandon Desh: Present  
Lance Gee: Present  
Clayton Maahs: Present  
Susan Royal: Present

### 1. Call to Order and Pledge of Allegiance

Meeting called to order by Board of Education President Maahs at 7:01 p.m.

### 2. Announcement of the Open Meetings Act Posting

### 3. Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Doug Church and a second by Brandon Desh.

Amended Motion: Motion to approve the consent agenda with changes to minutes of January 28th and February 4<sup>th</sup> with the February 4<sup>th</sup> minutes to reflect that the discussion was led by Brandon Desh.

This motion, made by Susan Royal and seconded by Lance Gee, Failed.

Jaimi Calfee: Nay  
Doug Church: Nay  
Brandon Desh: Nay  
Lance Gee: Yea  
Clayton Maahs: Yea  
Susan Royal: Yea

Amended Motion: Motion to approve the consent agenda as presented without the claim from Sparq Data. This motion, made by Susan Royal and seconded by Lance Gee, Failed.

Jaimi Calfee: Nay  
Doug Church: Nay  
Brandon Desh: Nay  
Lance Gee: Yea  
Clayton Maahs: Nay  
Susan Royal: Yea

Motion to approve the consent agenda as presented Passed with a motion by Doug Church and a second by Brandon Desh.

Susan Royal: Nay, Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea

Board member Royal offered a correction to the minutes for January 28th. Chairman Maahs requested that Mr. Hanger initiate the necessary clerical change. The Board reviewed claims by

Cheever and mileage claims from staff.

### 3.1. Approval of minutes of previous meetings

Official Board of Education minutes are available on the district web site at [www.districtor1.org](http://www.districtor1.org)

### 3.2. Approval of Claims/Payment of Bills and Payroll

### 3.3. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)

3.3.1. Presentation, Discussion and or Official action to accept Tracy Pella's voluntary resignation.

### 3.4. Financial Report

## 4. Public Comment

Craig Bolz offered comments regarding Junior High girls basketball, proposed student drug testing policy, school expenditures, valuations and parking lot expansion.

## 5. Administrative Reports

Administrative reports are available in their entirety at:

<https://meeting.sparqdata.com/Public/Organization/174>

Some of the topics covered in the reports include formula student cost groupings comparison, potential delays in state aid certification, conference wrestling, DeMoine Adams assembly and presentation, PT conferences, Bennet Caring Project and the Golden Apple award presented to Mrs. Gill Rose.

### 5.1. Superintendent's Report

### 5.2. High School Principal

### 5.3. Elementary Principal

## 6. Discussion Items- Committee Reports

### 6.1. Negotiations Committee Report

Brandon Desh reported information from the Negotiations Committee. Brandon thanked staff members for their service. Brandon offered a review of classified staff salaries and the array of conference principal salaries. Principal salary increases were proposed at 5% based on the low position in the comparative array and 3% for classified staff based on current COLA information. Brandon noted that Superintendent Hanger did not request or accept a pay increase

based on his position in the array.

## 6.2. Transportation and Building Committee meeting dates.

Committee members examined the possibility of Monday March 4th, 10:00 a.m. with the transportation committee meeting to follow.

## 6.3. Legislative Forum report

Brandon offered information related to the NASB legislative forum. Over 700 bills were introduced and information was provided on the NASB web site. Brandon also referenced legislation related to citizenship assessments, tax reform and state aid.

## 6.4. Susan Royal Request for legal name change

The Board chair requested that a notice of name change be forwarded to the Otoe County Clerk.

## 7. Action Items

7.1. Presentation, discussion and or official action to authorize the Superintendent to issue contract renewals to the certified staff.

Motion to authorize the Superintendent to issue contract renewals to the certified staff Passed with a motion by Brandon Desh and a second by Doug Church.

Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea, Susan Royal: Yea

BOE members reviewed information pursuant to continuing contract law and statutory timelines.

7.2. Presentation, discussion and or official action to approve Contract Terms for the Administrative staff.

Motion to approve Contract Terms for the Administrative staff Passed with a motion by Jaimi Calfee and a second by Doug Church.

Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea, Susan Royal: Yea

BOE members reviewed information from the administrative array. Board member Calfee expressed thanks for the job that the administrative team has done.

7.3. Presentation, discussion and or official action to approve employment terms for the support staff.

Motion to approve employment terms for the support staff Passed with a motion by Doug Church and a second by Jaimi Calfee.

Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea, Susan Royal: Yea

BOE members reviewed classified staff numbers and the proposed wage increase.

7.4. Presentation, discussion and or official action with regard to the Olson Foundation Project for the construction of certain improvements on property of the School District and Village for athletic and recreational facilities to benefit the Palmyra, Nebraska Community (Project) to

approve the Applications for Payment and billing statements related to the Project, including, but not limited to the cost of the legal services, architectural design and planning, and site preparation costs.

Motion to Approve the Applications for Payment and billing statements related to the Olson Foundation Project for the construction of certain improvements on property of the School District and Village for athletic and recreational facilities to benefit the Palmyra, Nebraska Community (Project) as presented

Passed with a motion by Doug Church and a second by Jaimi Calfee.

Jaimi Calfee: Yea, Doug Church: Yea, Brandon Desh: Yea, Lance Gee: Yea, Clayton Maahs: Yea, Susan Royal: Yea

Firm	Amount
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Clark Enersen	\$35,484.13
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Benesch	\$4,510.00
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Perry Law Firm	\$375.00
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BOE members reviewed the claims as presented and the amount set aside in contingency.

## 8. Closed Session

## 9. Board of Education Development

The Board chair led a review of the policies as presented. BOE members had the opportunity to seek clarification on policy matters as discussed.

### 9.1. Policy Review:

February: 5403, 5422, 6212, 4133, 3131

Upcoming policy review schedule:

March: 3570, 4003, 5101, 5401, 9320

April: 5402, 5406, 5418, 6410, 3410ZB

May: 8231, 6213, 1102, 3580, 9320

### 9.2. Policy Review Board of Education Code of Ethics 8272.

BOE members reviewed elements of the code of ethics.

## 10. Topics for Next Month's Agenda

Certified Staff Contract/Renewals, NRCSA Conference, Transportation Review, Building Committee, Policy Review, Palmyra south property

## 11. Adjournment

The meeting was duly adjourned at 8:46 p.m. February 11, 2019.

Business OperationsESSA

It is the policy of the District to comply with the Every Student Succeeds Act (“ESSA”) and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent’s discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I and IDEA shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I and IDEA services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
  - (A) Whether the student's teacher—
    - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    - (iii) is teaching in the field of discipline of the certification of the teacher.
  - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:
  - (A) the subject matter assessed;
  - (B) the purpose for which the assessment is designed and used;
  - (C) the source of the requirement for the assessment;
  - (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
  - (E) the time and format for disseminating results.
13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—
  - (A) be involved in the education of their children; and
  - (B) be active participants in assisting their children to—
    - (i) attain English proficiency;

- (ii) achieve at high levels within a well-rounded education; and
- (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.
15. Certification Regarding Debarment, Suspension and Ineligibility. The District will endeavor to ensure that all contracts and purchase orders reimbursed using federal funds will include the following “suspension and disbarment” language:

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS” published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

Notwithstanding anything to the contrary, all persons or entities contracting with the District with any reimbursement using federal funds shall be bound by this certification and shall fully abide by and comply with the same.

Legal Reference: ESSA

Date of Adoption: June 12, 2017

Date of Revision June 11, 2018





# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

Bond #674-208-807

### CONTRACTOR:

*(Name, legal status and address)*

Nemaha Landscape Construction, Inc.

430 W. Pioneers Blvd.

Lincoln, NE 68522

### OWNER:

*(Name, legal status and address)*

Otoe County School District 28-0010, a/k/a  
District OR 1 (Bennet Palmyra) Public Schools  
and Village of Palmyra  
Palmyra, NE 68418

### SURETY:

*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company  
8700 Indian Creek Parkway, Ste 350  
Overland Park, KS 66210

### Mailing Address for Notices

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

⊕ 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.

### CONSTRUCTION CONTRACT

Date: February 4, 2019

Amount: \$ 4,833,000.00

### Description:

*(Name and location)*

Palmyra Sports Complex

### BOND

Date: February 14, 2019

*(Not earlier than Construction Contract Date)*

Amount: \$ 4,833,000.00

Modifications to this Bond:  None

See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*  
Nemaha Landscape Construction, Inc.

### SURETY

Company: *(Corporate Seal)*  
Liberty Mutual Insurance Company

Signature:

Name  
and Title:

Jeff Emanuel, President

Signature:

Name  
and Title:

Andrew P Andersen, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

### AGENT or BROKER:

INSPRO Insurance Agency  
PO Box 6847  
Lincoln, NE 68506  
402 483-4500

### OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address



# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

Bond #674-208-807

**CONTRACTOR:**

*(Name, legal status and address)*

Nemaha Landscape Construction, Inc.

430 W. Pioneers Blvd.

Lincoln, NE 68522

**OWNER:**

*(Name, legal status and address)*

Otoe County School District 28-0010, a/k/a  
District OR 1 (Bennet Palmyra) Public Schools  
and Village of Palmyra  
Palmyra, NE 68418

**SURETY:**

*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company  
8700 Indian Creek Parkway, Ste 350  
Overland Park, KS 66210

**Mailing Address for Notices**

Liberty Mutual Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

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.

**CONSTRUCTION CONTRACT**

Date: February 4, 2019

Amount: \$ 4,833,000.00

**Description:**

*(Name and location)*

Palmyra Sports Complex

**BOND**

Date: February 14, 2019

*(Not earlier than Construction Contract Date)*

Amount: \$ 4,833,000.00

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Nemaha Landscape Construction, Inc.

**SURETY**

Company: *(Corporate Seal)*

Liberty Mutual Insurance Company

Signature:

Name  
and Title:

Jeff Emanuel, President

Signature:

Name  
and Title:

Andrew P Andersen, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

INSPRO Insurance Agency  
PO Box 6847  
Lincoln, NE 68506  
402 483-4500

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7629340

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

**POWER OF ATTORNEY**

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, Andrew P. Andersen; Kate R. Greenwald; Rohn P. Loyd

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 16th day of February, 2017.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of February, 2017, before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
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 David M. Carey, 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 14th day of February, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

StudentsStudent Discipline

A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and 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 upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. 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 the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. 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.
- d. 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.

- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. 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. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal 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, 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 student himself or herself, other students, school employees, or school volunteers.

- c. 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 in accordance with law.
  - d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. 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. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. 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.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. 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 are not 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. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the

consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

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, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or 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.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or 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 alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" 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 or illegal substances 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.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school

- employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
  12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
  13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
  14. 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, disability, national origin, or religion.
  15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
  16. Willfully violating the behavioral expectations for riding school buses or vehicles.
  17. A student who engages in the following conduct 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.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

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:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. 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 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.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such 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, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the 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 that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

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. 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.

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.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. 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 misrepresenting 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):

(i) 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.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae 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.

(iii) 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.

(iv) Use of Other Student to Take Test. 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.
- (v) Misrepresenting 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):
- i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) Misrepresenting 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.

- (2) “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.
  - (3) “Contributing” to academic integrity violations means to participate in 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.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense 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.
  - (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 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.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that

the student not commit any abusive use of the device (see paragraph (d)(1)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

- (i) **First Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
  - (ii) **Second Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
  - (iii) **Third Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (3) **Penalties for Prohibited Use of Electronic Devices:** Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student’s maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student’s parent of the fact that the referral to legal authorities has been or will be made.  
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
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.

Legal Reference: Neb. Rev. Stat. sections 79-254 to 79-296

Date of Adoption: March 13, 2017

Date of Revision: June 11, 2018

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The [Name] Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The District OR-1 Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Robert L. Hanger, Director of Student Services, 425 F Street, Palmyra, NE 68418 (402) 780-5327 (hanger.rob@districtor1.net).

Employees and Others: Same as above.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The [Name] Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. 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 may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in

the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and

relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim

resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.  
Neb. Rev. Stat. § 79-2,115, et seq

Date of Adoption: June 12, 2017 Date of Revision June 11, 2018

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The [Name] Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The District OR-1 Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Robert L. Hanger, Director of Student Services, 425 F Street, Palmyra, NE 68418 (402) 780-5327 (hanger.rob@districtor1.net).

Employees and Others: Same as above.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The [Name] Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt

and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). 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 may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board,

designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.

- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: March 13, 2017

Date of Revision: June 11, 2018



# AIA® Document A104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the 28<sup>th</sup> day of February in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Otoe County School District 28-0010, a/k/a District OR 1 (Bennet Palmyra) Public Schools  
A political subdivision of the State of Nebraska  
425 "F" Street  
Palmyra, NE 68418-0130  
Tel: 402-780-5327

Village of Palmyra  
425 C Street  
Palmyra, NE 68418  
Tel: (402) 780-5531

(Hereinafter referred to as "Owner" or "Owners").

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

Nemaha Landscape Construction, Inc.  
430 W. Pioneers Blvd.  
Lincoln, Nebraska 68522  
(402) 434-5488  
(Hereinafter referred to as "Contractor").

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

District OR 1 (Bennet - Palmyra) Public Schools and Village of Palmyra, Nebraska—Olson Foundation Grant for the construction of certain improvements on property of the School District and Village for athletic and recreational facilities to benefit the Palmyra, Nebraska Community (Project).

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

The Clark Enersen Partners (TCEP)  
A Nebraska corporation  
1010 Lincoln Mall, Suite 200  
Lincoln, NE 68510  
Tel: 402-477-9291

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.

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### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Init.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Sport Complex and West Entry – August 28, 2019.
- City Park Walking Trail to School – October 1, 2019.
- Baseball Field Turf – April 1, 2020.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Football/soccer playing field	August 28, 2019

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be

(Paragraphs deleted)

**FOUR MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$4,833,000)**, as adjusted by deductions to the original bid amount as set forth in Change Order No. 1, attached hereto as Appendix A as follows:

Base Bid with Accepted Alternates - F-3, F-3a, F-3b, F-3c, F-10d, E-1	\$4,945,000
Change Order No. 1 - Value Engineering Total	- \$112,000
Nemaha Sports Construction Contract Amount	\$4,833,000

(Paragraphs deleted)

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Paragraph deleted)

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*(State the Paragraphs deleted) numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None

**§ 3.2.2** Unit prices, if any: None  
*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

*(Table deleted)*

*(Paragraphs deleted)* Unit Price No. 1: Unsuitable Material Below Exposed Subgrade: \$35.00 per cubic yard.  
*(Paragraph deleted)*

Unit Price No. 2: Place and Finish Additional 6" Concrete pavement and Subgrade Preparation: \$5.55 per cubic foot.

**§ 3.3** Liquidated damages, if any:  
*(Paragraphs deleted)*  
*(Insert terms and conditions for liquidated damages, if any.)*

None

#### **ARTICLE 4 PAYMENT**

##### **§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the review and action on the Application for Payment by the Owner's Board of Governors at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554. Notwithstanding the requirements of this section, to allow sufficient time for review and action on Applications for Payment by the Owner's Board of Governors at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554, the "receipt by the owner or the owner's representative of a payment request made pursuant to the contract" under Neb. Rev. Stat. § 45-1203 shall be deemed to occur at the regular meeting of the Owner's Board of Governors immediately following the receipt of the Application for Payment by the Architect.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** The amount of each progress payment made prior to Substantial Completion of the Work for amounts not in dispute shall be computed as follows:

**§ 4.1.4.1** Progress payments shall be made on the basis of that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth in § 4.1.4.2.

**§ 4.1.4.2** The retainage amount deducted from each progress payment shall be that portion of the Contract Sum properly allocable to Completed Work in the amount of ten percent (10%) of the Completed Work for the first fifty percent (50%) of the Contract Sum, and in the amount of five percent (5%) of the Completed Work for the last fifty percent (50%) of the Contract Sum

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**§ 4.1.5** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Pursuant to Neb. Rev. Stat. §45-1205, interest due under this section shall accrue until such amount is paid, beginning on the day following the payment due date at the rate of one percent per month or a pro rata fraction thereof on the unpaid balance. Interest is due under this section only after the person charged the interest has been notified of the provisions of this section by the Contractor.

## **§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## **§ 4.3 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY OWNER'S BOARD OF GOVERNORS**

Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner to pay the Contract Sum or any part thereof shall be contingent upon the availability of funds specifically approved by formal action of the Owner's Board of Governors for the purpose of payment of the Contract Sum or any part thereof.

## **ARTICLE 5 DISPUTE RESOLUTION**

### **§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

## **ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

### **§ 6.1.2**

*(Paragraphs deleted)*

The Supplementary and other Conditions of the Contract: None

*(Table deleted)*

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**User Notes:**

(2037072692)

**§ 6.1.3 The Specifications:**

*(Paragraph deleted)*

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See, Appendix "B" attached.

*(Table deleted)*

**§ 6.1.4 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See, Appendix "C" attached.

*(Table deleted)*

**§ 6.1.6 The Addenda, if any: None**

*(Table deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

**§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:**

**.1 Other Exhibits:**

*(Check all boxes that apply.)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Paragraphs deleted).* **.2 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents.)*

Contractor's Payment and Performance Bond, Appendix "D"

Contractor's Certificate of Insurance, Appendix "E"

**ARTICLE 7 GENERAL PROVISIONS**

**§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

**§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

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professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### **§ 7.8 Severability**

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

#### **§ 7.9 Notice**

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 7.9.2** Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.1.5 Owner's Representative

§ 8.1.5.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date of issuance of the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 8.1.5.2 The Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 8.1.5.3 The Owner's Representative shall manage the schedule for the Contractor's work. The Owner's Representative shall coordinate and oversee the Contractor's work with that of other contractor's on the Project. When communication with either the Architect or the Owner, the Contractor also shall include the Owner's Representative.

§ 8.1.5.4 On the basis of the site visits, the Owner's Representative 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 Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative 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.

**§ 8.1.5.5** Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 8.1.5.6** The Owner's Representative has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 8.1.5.7** The Owner's Representative 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.

**§ 8.1.5.8** The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative will assist the Architect in making initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** 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.

## § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

## § 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

## § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

## § 9.5 Taxes

Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR **TO UTILIZE THE APPLICABLE TAX EXEMPTION DELEGATION PROPERLY** AND COMPLY WITH APPLICABLE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS, provided that Owner provides Contractor with a timely submission of required tax exemption documents.

## § 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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### § 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

### § 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 9.15 Indemnification

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. The Contractor also shall indemnify and hold harmless the Owner, Owner's Representative, Architect, Architect's consultants and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Contractor's failure to comply with Section 19.7, Criminal History Checks, and from any bodily injury, sickness, disease or death caused by any non-"covered employee" who performs work on the Project Site. Such indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 ARCHITECT

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

**§ 10.3** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and

programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.4** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 10.5** Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 10.6** The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

**§ 10.7** The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 10.8** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

**§ 10.9** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

**§ 11.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 11.2** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 11.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 12.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 [omit]

*(Paragraphs deleted)*

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents 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

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suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.4.4** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### **§ 15.5 Progress Payments**

**§ 15.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

**§ 15.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

**§ 15.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 15.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 15.6 Substantial Completion**

**§ 15.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 15.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and consent of surety to final payment. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

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The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## **§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

*(Paragraph deleted)*

## **ARTICLE 17 INSURANCE AND BONDS**

### **§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000 ) each occurrence, Two Million Dollars (\$ 2,000,000 ) general aggregate, and Two Million Dollars (\$ 2,000,000 ) 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 and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.2.1** This general liability insurance must include the following features:

- .1 Coverage shall be on an occurrence form and not claims made.
- .2 Coverage for all premises and operations.
- .3 The General Aggregate limit shall apply on a Per Project basis.
- .4 Each contractor and each subcontractor shall provide a blanket waiver of subrogation.

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- .4 Operations by independent contractors.
- .5 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
- .6 Policy shall not exclude coverage for XCU (explosion, collapse, underground)
- .7 Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. (As per standard CG0001 Pollution Exclusion or equivalent.)
- .8 Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of three (3) years following issuance of the certificate of substantial completion for the Project.
- .9 Contractual liability coverage shall be included and shall not be amended by any limiting endorsements. Defense costs shall be in addition to policy limits.
- .10 Completed Operations shall provide coverage for work performed by subcontractors.
- .11 If applicable, coverage for EIFS-related work shall be included.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned, hired and leased vehicles used by the Contractor, with a minimum combined single limit of not less than One Million Dollars (\$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Insurance must include contractual liability coverage. If applicable, policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent). If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 17.1.5** Workers' Compensation at statutory limits.

**§ 17.1.6** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit. Each contractor and each subcontractor shall provide a blanket waiver of subrogation. Contractor and each Subcontractor issued a separate policy.

**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ 17.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until

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the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

**§ 17.1.11** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

**§ 17.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
Excess Liability	\$1,000,000 each occurrence; \$1,000,000 annual aggregate

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against

direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 17.2.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall furnish, as required by Neb. Rev. Stat. § 52-118, bonds covering payment and performance of obligations arising under the Contract with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the payment bond shall be equal to one hundred percent (100%) of the Contract Sum.

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§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.3.3 The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 The one-year period for correction of Work shall in no way modify or alter the limitations period for commencement of any claims or causes of action by the Owner, whether in contract, tort, breach of warranty or otherwise.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the State of Nebraska. Exclusive jurisdiction and venue shall be in the state or federal courts in Otoe County, Nebraska.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and

shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 19.4** The Owner's representative:  
*(Name, address, email address and other information)*

Rob Hanger, Superintendent of Schools  
Otoe County School District 28-0010, a/k/a District OR 1 (Bennet Palmyra) Public Schools  
425 "F" Street  
Palmyra, NE 68418-0130  
Tel: 402-780-5327

**§ 19.5** The Contractor's representative:  
*(Name, address, email address and other information)*

Jeff Emanuel  
President  
Nemaha Sports Construction  
430 W. Pioneers Blvd  
Lincoln, NE 68522

**§ 19.6** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### **§ 19.7 Equal Opportunity In Employment**

**§ 19.7.1** The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law. The Contractor agrees to post in conspicuous places available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

**§ 19.7.2** The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement. The Contractor by execution of this agreement certifies that the Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. By execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

#### **§ 19.8 Criminal History Checks**

**§ 19.8.1** The Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing, updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining the initial criminal history record

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information and the Owner shall be responsible for expenses associated with any subsequent request. Contractor shall include similar criminal history check provisions in all contracts with subcontractors and suppliers.

**§ 19.8.2** The Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If the Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project.

**§ 19.8.3** For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history of the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.

**§ 19.8.4** The Contractor shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a "Project" badge or sticker created by the Contractor; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the Contractor's Site Superintendent or Project Manager so as to associate each individual's name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Contractor's Site Superintendent and must be submitted to the Owner's Administrative office at the end of each week. If wearing the Contractor-provided "Project" badge is not desirable and will interfere with the work being performed by that individual, the Contractor shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker's hard hats. All means of identification other than what is provided by the Contractor must be approved by the Contractor's on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the Contractor or Owner's personnel to leave the job-site.

### **§ 19.9 Contributions Under Nebraska Employment Security Law**

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq. (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

### **§ 19.10 Verification Of Immigration Status**

**§ 19.10.1** The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

- .1 The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- .2 If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for

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Entitlements (SAVE) Program.

- .3 The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### § 19.11 Sovereign Immunity

By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of

*(Paragraphs deleted)*

Subcontracts, but no overhead and profit on the Work not executed.

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 21.2 Notice of Claims**

**§ 21.2.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

**§ 21.4** If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.5** The parties shall endeavor to resolve their disputes by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 21.6** Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

*(Paragraphs deleted)*

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner mutually waive claims for consequential damages arising out of or relating to this Contract.

*(Paragraphs deleted)*

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

**OTOE COUNTY SCHOOL DISTRICT 28-0010, A/K/A DISTRICT OR 1 (BENNET PALMYRA) PUBLIC SCHOOLS, Owner**

**NEMAHA LANDSCAPE CONSTRUCTION, INC.**

\_\_\_\_\_  
**OWNER** *(Signature)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Clayton Maahs, President, Board of Education  
*(Printed name and title)*

\_\_\_\_\_  
Nemaha Landscape Construction, Inc.  
*(Printed name, title, and license number, if required)*

**VILLAGE OF PALMYRA, Owner**

\_\_\_\_\_  
**OWNER** *(Signature)*  
\_\_\_\_\_  
Jared Kerkman, Village Board President  
*(Printed name and title)*

\_\_\_\_\_  
Jeff Emanuel, President

Init.

# Additions and Deletions Report for AIA® Document A104™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:52:03 ET on 02/21/2019.

## PAGE 1

**AGREEMENT** made as of the day of—    day of February in the year 2019

...

*(Name, legal status, address and other information)*

Otoe County School District 28-0010, a/k/a District OR 1 (Bennet Palmyra) Public Schools  
A political subdivision of the State of Nebraska  
425 "F" Street  
Palmyra, NE 68418-0130  
Tel: 402-780-5327

Village of Palmyra  
425 C Street  
Palmyra, NE 68418  
Tel: (402) 780-5531

(Hereinafter referred to as "Owner" or "Owners").

...

Nemaha Landscape Construction, Inc.  
430 W. Pioneers Blvd.  
Lincoln, Nebraska 68522  
(402) 434-5488  
(Hereinafter referred to as "Contractor").

...

District OR 1 (Bennet - Palmyra) Public Schools and Village of Palmyra, Nebraska—Olson Foundation Grant for the construction of certain improvements on property of the School District and Village for athletic and recreational facilities to benefit the Palmyra, Nebraska Community (Project).

...

The Clark Enersen Partners (TCEP)  
A Nebraska corporation  
1010 Lincoln Mall, Suite 200  
Lincoln, NE 68510  
Tel: 402-477-9291

## PAGE 2

21 CLAIMS AND DISPUTES

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

...

[  ] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[  ] Not later than ( ) calendar days from the date of commencement of the Work. • Sport Complex and West Entry – August 28, 2019.

• City Park Walking Trail to School – October 1, 2019.

[  ] By the following date: • Baseball Field Turf – April 1, 2020.

...

Football/soccer playing field

August 28, 2019

...

[  ] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be (\$—), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.2.2 Unit prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)* **FOUR MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$4,833,000),** as adjusted by deductions to the original bid amount as set forth in Change Order No. 1, attached hereto as Appendix A as follows:

Item	Units and Limitations	Price per Unit (\$0.00)
<b>Base Bid with Accepted Alternates - F-3, F-3a, F-3b, F-3c, F-10d, E-1</b>		<b>\$4,945,000</b>
<b>Change Order No. 1 - Value Engineering Total</b>		<b>- \$112,000</b>
<b>Nemaha Sports Construction Contract Amount</b>		<b>\$4,833,000</b>

§ 3.2.3 Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item

Price

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed—(\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None

**§ 3.4.3.3** Unit Prices, if any: **§ 3.2.2** Unit prices, if any: None

**PAGE 4**

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price: *(Identify each allowance.)*

Item	Price
------	-------

**§ 3.4.3.5** Assumptions, if any, on which the Guaranteed Maximum Price is based: Unit Price No. 1: Unsuitable Material Below Exposed Subgrade: \$35.00 per cubic yard.

**§ 3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. Unit Price No. 2: Place and Finish Additional 6" Concrete pavement and Subgrade Preparation: \$5.55 per cubic foot.

**§ 3.3** Liquidated damages, if any:

~~§ 3.4.3.7~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

**§ 3.5** Liquidated damages, if any:

None

...

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ~~(—) days after the Architect receives the Application for Payment,~~ thirty ( 30 ) days after the review and action on the Application for Payment by the Owner's Board of Governors at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554. ~~Notwithstanding the requirements of this section, to allow sufficient time for review and action on Applications for Payment by the Owner's Board of Governors at a regular meeting held pursuant to Neb. Rev. Stat. § 79-554, the "receipt by the owner or the owner's representative of a payment request made pursuant to the contract" under Neb. Rev. Stat. § 45-1203 shall be deemed to occur at the regular meeting of the Owner's Board of Governors immediately following the receipt of the Application for Payment by the Architect.~~

...

**§ 4.1.4** ~~For~~ The amount of each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: Work for amounts not in dispute shall be computed as follows:

~~(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)~~ **§**

**4.1.4.1** Progress payments shall be made on the basis of that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as set forth in § 4.1.4.2.

**§ 4.1.4.2** The retainage amount deducted from each progress payment shall be that portion of the Contract Sum properly allocable to Completed Work in the amount of ten percent (10%) of the Completed Work for the first fifty percent (50%) of the Contract Sum, and in the amount of five percent (5%) of the Completed Work for the last fifty percent (50%) of the Contract Sum

**PAGE 5**

%—Pursuant to Neb. Rev. Stat. §45-1205, interest due under this section shall accrue until such amount is paid, beginning on the day following the payment due date at the rate of one percent per month or a pro rata fraction thereof on the unpaid balance. Interest is due under this section only after the person charged the interest has been notified of the provisions of this section by the Contractor.

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and

- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

**§ 4.3 PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY OWNER'S BOARD OF GOVERNORS**

Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the Owner to pay the Contract Sum or any part thereof shall be contingent upon the availability of funds specifically approved by formal action of the Owner's Board of Governors for the purpose of payment of the Contract Sum or any part thereof.

...

[  ] Litigation in a court of competent jurisdiction

...

§ 6.1.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203 2013 incorporated into this Agreement.)*

~~§ 6.1.3~~ The Supplementary and other Conditions of the Contract: None

Document	Title	Date	Pages
§ 6.1.3 The Specifications:			
§ 6.1.4 The Specifications:			

See, Appendix "B" attached.

Section	Title	Date	Pages
§ 6.1.5 The Drawings:			
§ 6.1.4 The Drawings:			

See, Appendix "C" attached.

Number	Title	Date	Pages
§ 6.1.6 The Addenda, if any: <u>None</u>			

...

[  ] Exhibit A, Determination of the Cost of the Work.

[  ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204 2017 incorporated into this Agreement.)*

[ ] — The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[ ] — Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:

...

Contractor's Payment and Performance Bond, Appendix "D"  
Contractor's Certificate of Insurance, Appendix "E"

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Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

...

#### **§ 8.1.5 Owner's Representative**

**§ 8.1.5.1** The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date of issuance of the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 8.1.5.2** The Owner's Representative will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 8.1.5.3** The Owner's Representative shall manage the schedule for the Contractor's work. The Owner's Representative shall coordinate and oversee the Contractor's work with that of other contractor's on the Project. When communication with either the Architect or the Owner, the Contractor also shall include the Owner's Representative.

**§ 8.1.5.4** On the basis of the site visits, the Owner's Representative 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 Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative 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.

§ 8.1.5.5 Based on the Owner's Representative's evaluations of the Work and of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 8.1.5.6 The Owner's Representative has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 8.1.5.7 The Owner's Representative 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.

§ 8.1.5.8 The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner's Representative will assist the Architect in making initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

#### **PAGE 10**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner is an exempt entity under the tax laws of the State of Nebraska. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of Neb. Rev. Stat. § 77-2704.15. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept Purchase Agent Appointment and Exempt Sales Certificate forms from the Owner. Contractor shall obtain Resale Certificates from Contractor's suppliers. Failure of Contractor or any Sub-Contractor to obtain Resale Certificates from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO UTILIZE THE APPLICABLE TAX EXEMPTION DELEGATION PROPERLY AND COMPLY WITH APPLICABLE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS, provided that Owner provides Contractor with a timely submission of required tax exemption documents.

#### **PAGE 12**

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. ~~Such obligation-~~The Contractor also shall indemnify and hold harmless the Owner, Owner's Representative, Architect, Architect's consultants and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Contractor's failure to comply with Section 19.7, Criminal History Checks, and from any bodily injury, sickness, disease or death caused by any non-"covered employee" who performs work on the Project Site. Such indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

#### **PAGE 15**

~~§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.~~

### ~~§ 15.2 Control Estimate[omit]~~

~~§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~§ 15.2.2 The Control Estimate shall include:~~

- ~~.1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.~~

~~§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.~~

## PAGE 17

~~§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such ~~lien~~ lien, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and consent of surety to final payment. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Before final payment can be made, Department of Labor Division of Employment Form No. 16, Certificate of Contribution Status, must be received from the State of Nebraska Department of Labor~~

certifying that the Contractor and each of its Subcontractors have paid all contributions and interest due to and including the calendar quarter immediately preceding the date of Substantial Completion.

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§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

...

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000 ) each occurrence, Two Million Dollars (\$ 2,000,000 ) general aggregate, and Two Million Dollars (\$ 2,000,000 ) aggregate for products-completed operations hazard, providing coverage for claims including

...

.5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.2.1 This general liability insurance must include the following features:

- .1 Coverage shall be on an occurrence form and not claims made.
- .2 Coverage for all premises and operations.
- .3 The General Aggregate limit shall apply on a Per Project basis.
- .4 Each contractor and each subcontractor shall provide a blanket waiver of subrogation.
- .4 Operations by independent contractors.
- .5 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
- .6 Policy shall not exclude coverage for XCU (explosion, collapse, underground)
- .7 Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. (As per standard CG0001 Pollution Exclusion or equivalent.)
- .8 Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of three (3) years following issuance of the certificate of substantial completion for the Project.
- .9 Contractual liability coverage shall be included and shall not be amended by any limiting endorsements. Defense costs shall be in addition to policy limits.
- .10 Completed Operations shall provide coverage for work performed by subcontractors.
- .11 If applicable, coverage for EIFS-related work shall be included.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and ~~non-owned~~ non-owned, hired and leased vehicles used by the Contractor, with ~~policy limits a minimum combined single limit of not less than One Million Dollars (\$ 1,000,000 )~~ per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. Insurance must include contractual liability coverage. If applicable, policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent). If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, under-pass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.

**§ 17.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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**§ 17.1.6** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit. Each contractor and each subcontractor shall provide a blanket waiver of subrogation. Contractor and each Subcontractor issued a separate policy.

**§ 17.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

**§ 17.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and One Million Dollars (\$ 1,000,000 ) in the aggregate.

**§ 17.1.9** Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**PAGE 20**

Excess Liability

\$1,000,000 each occurrence; \$1,000,000 annual aggregate

...

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the ~~Owner~~ Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

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**§ 17.3.1** ~~The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.~~ Contractor shall furnish, as required by Neb. Rev. Stat. § 52-118, bonds covering payment and performance of obligations arising under the Contract with minimum Best Rating "A". Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of the payment bond shall be equal to one hundred percent (100%) of the Contract Sum.

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**§ 17.3.3** The Contractor shall deliver the required bonds to the Owner not later than five (5) business days after execution of the Contract by the Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, ~~unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.~~

...

**§ 18.6** The one-year period for correction of Work shall in no way modify or alter the limitations period for commencement of any claims or causes of action by the Owner, whether in contract, tort, breach of warranty or otherwise.

...

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's~~ choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.~~ State of Nebraska. Exclusive jurisdiction and venue shall be in the state or federal courts in Otoe County, Nebraska.

**PAGE 23**

Rob Hanger, Superintendent of Schools  
Otoe County School District 28-0010, a/k/a District OR 1 (Bennet Palmyra) Public Schools  
425 "F" Street  
Palmyra, NE 68418-0130  
Tel: 402-780-5327

...

**§ 19.7 Equal Opportunity In Employment**

**§ 19.7.1** The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, as prohibited by the Nebraska Fair Employment Practice Act or federal law. The Contractor agrees to post in conspicuous places available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

**§ 19.7.2** The Contractor hereby warrants and represents that it is in compliance with said Act. Any failure to so comply during the performance of this Agreement shall be a material breach of the Agreement. The Contractor by execution of this agreement certifies that the Contractor is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. By execution of this agreement, the Contractor agrees to actively continue and implement this policy throughout any awarded project.

**§ 19.8 Criminal History Checks**

**§ 19.8.1** The Contractor shall obtain all criminal history information regarding its "covered employees", as defined below. Before beginning any Work on the Project, Contractor, and all subcontractors and suppliers, will provide written certification to the Owner that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing, updated certifications and the names and any other requested

information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining the initial criminal history record information and the Owner shall be responsible for expenses associated with any subsequent request. Contractor shall include similar criminal history check provisions in all contracts with subcontractors and suppliers.

**§ 19.8.2** The Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If the Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project.

**§ 19.8.3** For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history of the following offenses: a felony offense under Nebraska Criminal Code Article 3 Offenses Against The Person; an offense for which a defendant is required to register as a sex offender under the Nebraska Sex Offender Registration Act, Neb. Rev. Stat. §§ 29-4001 et seq.

**§ 19.8.4** The Contractor shall establish a school building construction site security protocol which shall include providing all employees of the contractors, employees of sub-contractors to the contractors, and other project related personnel with a "Project" badge or sticker created by the Contractor; each badge or sticker shall have a unique identifier number. This unique identifier number must be logged by the Contractor's Site Superintendent or Project Manager so as to associate each individual's name and company with the number on the badge. A copy of the log shall be kept at all times in the office of the Contractor's Site Superintendent and must be submitted to the Owner's Administrative office at the end of each week. If wearing the Contractor-provided "Project" badge is not desirable and will interfere with the work being performed by that individual, the Contractor shall provide a sticker with the necessary information for identification for affected personnel, which shall include the unique number on the identification. This sticker may be affixed to the individual worker's hard hats. All means of identification other than what is provided by the Contractor must be approved by the Contractor's on-site Superintendent or Project Manager prior to implementation by the contractor. Identification must be visible at all times. Personnel failing to comply with the job-site security requirements may be required by the Contractor or Owner's personnel to leave the job-site.

#### **§ 19.9 Contributions Under Nebraska Employment Security Law**

The Contractor and all Subcontractors engaged to perform any part of the Work shall make payment to the Unemployment Compensation Fund of the State of Nebraska of all contributions and interest due under the provisions of the Employment Security Law, Neb. Rev. Stat. §§ 48-601, et seq. (Reissue 1988), as amended, on wages paid to individuals employed in the performance of the Contract; and before final payment shall be made of the final three percent (3%) of this Contract, the Contractor shall secure and file with the Owner, and cause any Subcontractor to secure and file with the Owner, written clearance from the Commissioner of the Department of Labor of the State of Nebraska, certifying that all payments then due of contributions or interest which may have arisen under this Contract have been made by the Contractor or any Subcontractor to the Unemployment Compensation Fund.

#### **§ 19.10 Verification Of Immigration Status**

**§ 19.10.1** The Contractor agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all Subcontractors of the Contractor. The Contractor shall, by written agreement, require compliance with the federal immigration verification system by all Subcontractors. If the Contractor is an individual or sole proprietorship, the following applies:

- .1 The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- .2 If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor

agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- .3 The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **§ 19.11 Sovereign Immunity**

By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

### **PAGE 25**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

Subcontracts, but no overhead and profit on the Work not executed.

### **PAGE 26**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.law.

...

~~§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.~~

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

...

The Contractor and Owner mutually 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 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

...

**OTOE COUNTY SCHOOL DISTRICT 28-0010, A/K/A DISTRICT OR 1 (BENNET PALMYRA) PUBLIC SCHOOLS, Owner**

**OWNER** *(Signature)*

Clayton Maahs, President, Board of Education  
*(Printed name and title)*

**VILLAGE OF PALMYRA, Owner**

**OWNER** *(Signature)*

Jared Kerkman, Village Board President  
*(Printed name and title)*

**NEMAHA LANDSCAPE CONSTRUCTION, INC.**

**ARCHITECT** *(Signature)*

Nemaha Landscape Construction, Inc.  
*(Printed name, title, and license number, if required)*

**CONTRACTOR** *(Signature)*

Jeff Emanuel, President  
*(Printed name and title)*

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

**AIA® Document D401™ – 2003**

I, Rex R. Schultze, 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 15:52:03 ET on 02/21/2019 under Order No. 5551106211 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

---

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## Change Order

Project: **Palmyra Sports Complex**  
 Project Number: 845-002-18  
 Change Order No.: **001**  
 Date: 2/4/2019  
 Issued By: The Clark Enersen Partners, Inc  
 Owner: Otoe County School District 28-0010 a/k/a District OR-1 Public Schools and Village of Palmyra  
 Contractor: Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction  
 Contract Date: 2/4/2019

### The Contract is changes as follows:

Value Engineering Items	Accept
Modify track width to 42" in lieu of 48" lanes - class 4 verification	-\$50,300.00
Aggregate for track base clarification	\$5,200.00
Change sand pits to 8"x12" concrete curbs with rebar	-\$22,100.00
Remove all 12 take-off boards, provide painted lines	-\$9,000.00
Remove 4" aggregate base under warning track, provide soil separation fabric	-\$10,000.00
Remove helmet / bat cubbies (find less expensive option - fund with contingency)	-\$7,000.00
Change all 5" thick concrete sidewalks to 4" thick concrete sidewalks	-\$8,000.00
Remove level 5 drywall finish requirements, provide level 3	-\$1,500.00
Replace specified drinking fountain with wall hung drinking fountain	-\$4,000.00
Shorten CIP walkway wall north of concessions building by 30', including guardrail	-\$7,400.00
Do not paint handrails or guardrails. Finish will be galvanized mill finish	-\$1,500.00
Provide 40'x35'x4" aggregate pad and 5'x35'x4" concrete pad for storage boxes	\$3,600.00
	<b>-\$112,000.00</b>

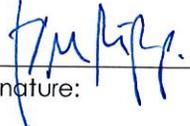
1. The original Contract Sum was	<b>\$4,945,000</b>
2. Net change by previously authorized Change Orders	\$0
3. The Contract Sum prior to this Change Order was	\$4,945,000
4. The Contract Sum will be changed by this Change Order by	-\$112,000
5. The new Contract Sum including this Change Order will be	<b>\$4,833,000</b>

The Contract Time will be unchanged by 0 days  
 The date of Substantial Completion including this Change Order is **Date**



## Change Order

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

<b>ARCHITECT</b>	Signature: 	<b>OWNER</b>	Signature: _____	<b>CONTRACTOR</b>	Signature: 
	Date: 2/9/19		Date: _____		Date: 02/19/2019
<b>The Clark Enersen Partners</b>		<b>Otoe County School District 28-0010 a/k/a District OR-1 Public Schools and Village of Palmyra</b>		<b>Nemaha Landscape Construction, Inc. dba Nemaha Sports Construction</b>	

Not valid unless signed by the Architect, Owner, and Contractor.

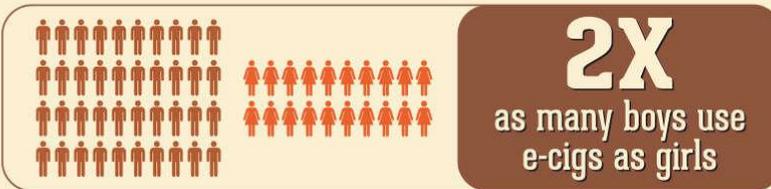
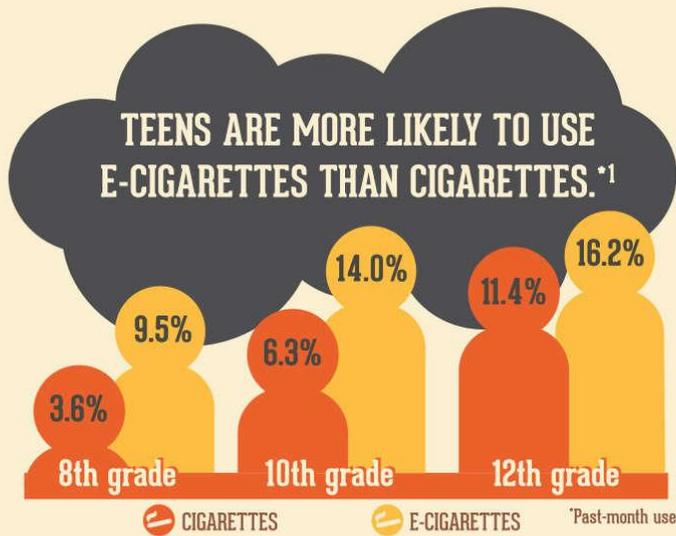


# Palmyra

## March, 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					No School	1 2 <b>9:00am-6:00pm</b> Youth Basketball Tournament @ Multiple locations
3	4 <b>9:00am</b> ECNC JH/HS Quiz Bowl @ Conestoga High School <b>6:15pm-7:15pm</b> Youth Practices @ Palmyra High School <b>7:15pm-8:15pm</b> Youth Practices @ Palmyra High School	5 <b>4:30pm</b> Wrestling-JH <b>Raymond Central vs. Multiple Schools</b> @ Raymond Central High School	6 <b>6:15pm-8:15pm</b> Youth Practices @ Palmyra High School	7 1:30 Early Dismissal End of 3rd Quarter <b>3:00pm Wrestling-JH Palmyra vs. Multiple Schools @ Palmyra High School Main Gym</b>	8 Spring Break No School	9 <b>1:30pm</b> Wrestling-JH <b>Ashland-Greenwood</b> @ Ashland-Greenwood High School
10 Start of 4th Quarter <b>4:30am</b> Wrestling-JH <b>Syracuse</b> @ Syracuse High School <b>6:15pm-7:15pm</b> Youth Practices @ Palmyra High School	11 <b>3:00pm</b> Wrestling-JH <b>Weeping Water</b> @ Weeping Water High School <b>5:00pm</b> HS Quiz Bowl @ Freeman High School	12 <b>6:30am-7:30am</b> Cheerleader Try Outs @ Palmyra High School Main West Gym <b>6:15pm-8:15pm</b> Youth Practices @ Palmyra High School	13 <b>6:30am-7:30am</b> Cheerleader Try Outs @ Palmyra High School Main West Gym	14 <b>6:30am-7:30am</b> Cheerleader Try Outs @ Palmyra High School Main West Gym	15 Malcolm Music Contest @ Malcolm High School <b>6:30am-7:30am</b> Cheerleader Try Outs @ Palmyra High School Main West Gym	16 <b>3:00pm</b> Cheerleader Try Outs @ Palmyra High School Main West Gym
17	18 MUDECAS Music <b>9:00am</b> ECNC Art Clinic	19 <b>10:00am</b> Mudecas HS Quiz Bowl @ SCC Beatrice <b>4:00pm</b> Golf-B/Varsity <b>Elmwood-Murdock</b> @ Grandpa's Woods	20	21 Class C Honor Band	22 Class C Honor Band	23 Class C Honor Band
24 <b>5:00pm</b> JH Quiz Bowl @ Freeman High School	25 <b>2:00pm</b> Track-Varsity <b>Wilber-Clatonia vs. Multiple Schools</b> @ Wilber-Clatonia High School	26 Mudecas HS Quiz Bowl @ Falls City Sacred Heart HS MUDECAS Quiz Bowl @ Falls City Sacred Heart <b>6:00pm-9:00pm</b> Youth Group Family Night @ Palmyra High School	27 <b>6:30pm</b> Main Stage Play @ Palmyra High School Main West Gym	28 <b>4:00pm</b> ESU 4 Quiz Bowl @ Johnson County Central <b>6:30pm</b> Main Stage Play @ Palmyra High School Main West Gym	29	30
31 <b>2:00pm</b> Main Stage Play @ Palmyra High School Main West Gym <b>5:30pm</b> TEAM @ Palmyra High School						

# Teens and E-cigarettes



## WEDNESDAY, MARCH 27<sup>TH</sup> 7:00PM PARENT/STUDENT INFORMATIONAL MEETING

### Teen Vaping/JUULing/Alcohol Use

E-cigarettes seem to be everywhere these days, and many think of them as a useful tool for people looking to quit smoking and relatively risk-free for new users. Come to our informational meeting to learn more about the many unknown facts, risks associated with the currently popular fad and how it can and is affecting our youth.

Weeping Water PS  
Auditorium

Free Child Care

Is there a  
difference  
between Teen  
Vaping and  
Juuling?

What are the facts  
about vaping?

How much  
nicotine is in a  
Juul?

**WEEPING WATER PS**

204 West O St.  
Weeping Water, NE 68463

402-267-2445

<http://www.weepingwaterps.org/>

March 27<sup>th</sup> 7:00 PM

Bylaws of the Board - MeetingsOrder of Business

The following shall be the order of business for the regular meetings. The order of business may be changed when the Board President or Superintendent establish the Agenda and also by consent of the Board.

- A. Call to Order, Pledge of Allegiance and Announce Location of Open Meetings Poster
- B. Consent Agenda
  - a. Approval of minutes of previous meetings
  - b. Approval of Claims/Payment of Bills and Payroll
  - c. Certificated/Classified Hire(s)/Reassignment(s)/Resignation(s)
  - d. Financial Report
- C. Public Comment
- D. Administrative Reports
- E. Discussion Items-Committee Reports
- F. Action Items
- G. Board of Education Development
- H. Topics for Next Month's Agenda
- I. Adjournment

Date of Adoption: January 17, 2017

Date of Revision: August 14, 2017

Internal Board Policies - Methods of OperationTeacher-Administrator-Board of Education Relationships

Since it is recognized that providing a high quality education for children is the paramount aim of District OR-1 Public Schools and that good morale is necessary for the best education of children, the Board sets forth the following policy concerning the relationship of the Board, the administration, and the staff:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The Superintendent and staff have the responsibility of carrying out the policies established through the development and monitoring of administrative rules and regulations.
- C. The professional teaching personnel has the ultimate responsibility of providing the best possible education in the classroom through the careful following of Board policies and administrative rules and regulations.

Date of Adoption: January 17, 2017