

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

**Minutes for
Board of Education Regular Meeting**

Monday, May 11, 2026 7:00 PM

Conference Room

1501 Front St

Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on May 7, 2026.

Attendance

Lacey Gloystein: Present

Ryan Goertzen: Present

Jen Hiebner: Present

Jeb Mierau: Present

Tyler Newton: Present

Tammy Ott: Present

1. Preliminary Procedures

Meeting called to order at 7:00pm.

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

2. Public Comments On Agenda Items

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. Reports

3.1. Superintendent's Report

3.2. Principals' Reports

4. Discussion Items

4.1. Building / Construction Update

4.2. Discuss K-6 Playground Project Bids

4.3. **Discuss K-12 Social Studies Materials Replacement / Update For 26-27**

4.4. **Discuss Weight Room Community Access Guidelines**

5. **Action Items**

5.1. **Approve Social Studies Materials Update Purchase**

Approve the purchase of updated K-3, and 5 social studies materials from McGraw Hill as presented and the purchase of updated 6-12 social studies materials from HMH as presented. Passed with a motion by Tammy Ott and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

5.2. **Approve K-6 Playground Project Bid**

Accept the bid from Duncan Theis Construction Inc. of Kearney NE for a sum of \$495,300 and agree to enter into a contract with the same for the purpose of completing the elementary playground project as specified. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6. **Future Agenda Items**

6.1. **Regular June Meeting: Monday, June 8th @ 7 PM**

7. **Consent Agenda**

7.1. **Approval of Minutes**

7.1.1. *Regular Meeting: April 13, 2026*

7.2. **Approval of Claims**

7.3. **Financial Reports**

Approval of the Consent Agenda will include approval of financial reports as presented. Passed with a motion by Ryan Goertzen and a second by Jeb Mierau.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

7.4. **Approve Out-Of-State Over-Night Travel For National FBLA Conference**

8. **Public Comments On Items Not On The Agenda**

Public comment on items not included on the agenda. Public comment may be limited to a total of 10 minutes, individuals will be limited to 2 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

9. **Adjournment**

Meeting adjourned at 8:19pm. Passed with a motion by Jen Hiebner and a second by Jeb Mierau.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

Board President

Board Secretary

HEARTLAND ***COMMUNITY SCHOOLS***

**1501 Front Street
Henderson, Nebraska 68371**

**Phone: (402) 723-4434
Fax: (402) 723-4431**

May 11, 2026

TO: Heartland Community Schools Board of Education
FROM: Jeremy Klein, Superintendent
RE: Board Report (May 2026)

Regular April Board Meeting Reminder

Our regular May board meeting is scheduled for Monday, May 11, 2026, at 7 PM in the Conference Room.

The Building Committee will meet at 6:30 PM, prior to the board meeting.

Please let Tyler or I know if you need to be absent.

Board Meeting Reminders

- Monday, May 11th @ 7 PM: Regular May Meeting
- Monday, June 8th @ 7 PM: Regular Meeting

Committee Meeting Reminders

- Monday, May 11th @ 6:30 PM: Bldg. Committee (Playground Bid)

Consent Agenda: Minutes

Approval of the Consent Agenda will include approval of the minutes from the following meetings:

- Regular Meeting (April 13, 2026)

Consent Agenda: Claims

Approval of the month's claims are included in the Consent Agenda. Let me know if you have any questions on any claims prior to the meeting - I can either answer your question or bring an answer to the meeting.

Consent Agenda: Construction Claims

There are no certified construction claims to be paid this month. Our current balance to finish is \$50,000. We will hold off on paying this close out balance until current warranty items are sufficiently completed/corrected. Remaining items will be inspected during our 11-month warranty review which will happen in June.

Consent Agenda: Out Of State Travel

Approval of the Consent Agenda will include board approval for out-of-state, overnight travel for 3 students and 2 adults to attend the FBLA National Leadership Conference in San Antonio, TX from June 28, 2026 to July 3, 2026.

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Graduation

Our graduation ceremony for the Class of 2026 took place this past weekend. Thirty graduates walked across the stage including one foreign exchange student.

I want to thank and congratulate Mr. Carr for putting together another great graduation ceremony. I'd also like to thank Mrs. Vnoucek, Mr. Hiebner, Mr. Hall, and Mr. Reinke, as well as Matt, Lance, and Rick on our maintenance staff. Dandi Ott deserves a great deal of thanks for all of her work, as well. A good number of people put a ton of work into making the graduation ceremony a great occasion for our students, families, and communities.

Our graduates were offered approximately \$622,000 in scholarships and had accepted approximately \$491,000 in scholarships. Sixteen students plan to attend 2-year college/vocational school, 13 students plan to attend 4-year college/university, and 1 student plans to immediately enter the workforce.

Policy Manual Update / Replacement

We currently plan to update/replace our current policy manual with the KSB manual through the KSB manual service. Our plan is to discuss the replacement manual at our June meeting and approve/adopt the replacement manual at our July meeting.

The new manual will have approximately 250 policies across 6 sections/chapters.

1000 – General/Overview

2000 – Board

3000 – Daily Operations

4000 – Personnel

5000 – Students

6000 – Curriculum & Academic Matters

There are approximately 60 policies that I am initially working through to match up with our current policy/practice. I will begin going through the manual with the officer committee this month.

Principals are currently working on handbook revisions/update to align with the handbook structures/content provided by KSB. Our goal would be to discuss handbooks in June and approve handbooks in July.

Legislative Session

This year's 60-day legislative session concluded on Friday, April 17th. With this report, I've included a summary of the session put together by NCSA.

In-House Dual-Credit Speech 26-27

We will be able to provide a dual-credit speech course next year with our in-house staff. We currently provide a Speech class in our schedule but we do not offer it in-house for dual-credit. Some students currently, however, take both Speech class with a Heartland instructor and then later take it online for dual-credit. By offering our Speech course as dual-credit with our staff and schedule, some students will be able to take another dual-credit course in place of taking Speech a second time. Thank you and congratulations to Mrs. Pinney for completing some additional coursework to become eligible for dual-credit certification in Speech.

School Nurse 26-27

At our December meeting, the Board authorized the employment/addition of a school nurse position for the 26-27 school year. Unless there are strong objections from the Board, I plan to begin advertising for hiring that position in the next week or so.

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11th Grade Statewide ACT

As a part of spring testing regimen, all 11th graders in Nebraska take the ACT. Their participation in the ACT is the equivalent of the statewide test for 11th graders. This year marks the 10th year that all 11th graders statewide have taken the ACT in the Spring.

We're not able to disclose results at this time, but I will share that in a preliminary review of the results this year's 11th grade class performed very well as a group. I reviewed 29 data points within the results (e.g. % meeting benchmarks, average scores, etc.). With 10 years of results to look at, this year's 11th graders had the highest performance among cohorts of Heartland 11th graders in 14 of the 29 data points. The group also had the second highest performance among cohorts of Heartland 11th graders in 11 of the 29 data points. The group had the third highest performance among cohorts of Heartland 11th graders in 3 of the 29 data points.

Standardized test results are far from the entire picture of how well our students are learning and achieving, but these results are a good indicator of great things happening with our students and teachers in our classrooms.

FFA – National Land Judging Competition

The Heartland Land Judging Team participated in the national land judging competition last week in Oklahoma. The team of 4 competitors placed 30th overall as a team out of 102 qualifying teams (Top 1/3 nationally). Individually, all 4 competitors placed in the Top ½ out of all 398 individual competitors. Additionally, 1 member finished in the top 30% and another member finished in the top 20%. Congratulations to Mrs. Miller, the land judging team, and the entire chapter on an outstanding achievement.

End-Of-Year Luncheon / Service Award Recognition

The last day of school is Wednesday, May 20th with an 11:30 AM dismissal. We will hold our regular end-of-year staff luncheon and service award presentation that same day beginning at 12:30 PM. Please let Tammy know this week if you'd like to attend so we can have an accurate count for food, etc.

Below is a summary of this year's service awards recipients.

5 Years

Kelsey Gooder
Laini Meyer
Josh Struckman

10 Years

Michelle Naber
Katie Waegli

15 Years

Anne Regier
Gina Mestl

20 Years

Val Quiring

Retirement

Lynn Hall

Dates / Events Of Note

May 11: Regular May Board Meeting @ 7 PM
May 20: Final Day Of School with Early Dismissal @ 11:30 AM
May 20: End-of-Year Staff Luncheon & Service Awards @ 12:30 PM
June 8: Regular June Board Meeting @ 7 PM
July 13: Regular July Board Meeting @ 7 PM

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NCSA Final Legislative Report

109th Legislature, Second Session

Convened, January 7, 2026

Adjourned Sine Die, April 17, 2026

Prepared by Dr. Mike Dulaney

NCSA Executive Director

April 20, 2026

I. Legislation Passed and Signed into Law	1-42
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I. Legislation Passed and Signed into Law

<i>Bill</i>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>	<i>Pg.</i>
LB 258	Raybould	Business and Labor	Change provisions relating to the minimum wage under the Wage and Hour Act	3
LB 304	DeBoer	Health	Eliminate a sunset date for the federal Child Care Subsidy program and state intent regarding funding	3
LB 384	Storer	Revenue	Require the county assessor and one voting member of the governing bodies of participating political subdivisions to attend joint public hearings under the Property Tax Request Act	4
LR 422	Rountree	Education	Urge Congress and the President of the United States to enact legislation to fully fund the Individuals with Disabilities Education Act	5
LB 429	Murman	Education	Provide requirements and restrictions for school boards relating to professional employees' organizations	5
LB 596	Sanders	Government	Change requirements for legal publications and notices required by law, provisions of the Open Meetings Act, county inventories, warrants, and discharge records, storage requirements for certain records, petitions to change names, marriage license and record fees, and reports of abandoned property, and eliminate a penalty for certain public officials and provisions relating to the registration of farm, ranch, or home names	7

<i>Bill</i>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>	<i>Pg.</i>
LB 653	Murman	Education	Change provisions relating to acceptance of students under the enrollment option program and discipline of students under the Student Discipline Act	10
LB 745	Juarez	Education	Change provisions relating to the requirements for a diploma of high school equivalency	13
LB 748	Sorrentino	Education	Change provisions relating to the Nebraska educational savings plan trust and allow for the use of trust funds for recognized postsecondary credential programs	13
LB 803	Revenue Com	Revenue	Adopt the First-Time Home Buyer Savings Account Act and change provisions relating to the Sports Arena Facility Financing Assistance Act, the Property Tax Growth Limitation Act, property tax valuation and levy procedures, homestead exemptions, and income taxes	14
LB 820	Retirement Com	Retirement	Change retirement provisions relating to approved identification documents, participation in certain retirement systems, state contributions, ex officio members of the Nebraska Investment Council, contributions by school districts, computation of tax withholdings, retirement allowances, cost-of-living adjustments, and the Nebraska State Patrol and change the title of the executive director of the Nebraska Public Employees Retirement Systems	18
LB 821	Retirement Com	Retirement	Eliminate certain verification requirements performed by the Public Employees Retirement Board and change duties of the board and the Nebraska Investment Council relating to retirement systems	20
LB 824	Lonowski	Retirement	Change provisions relating to termination of employment under the School Employees Retirement Act and the Class V School Employees Retirement Act	21
LB 834	Kauth	Revenue	Change provisions relating to county assessors, the Property Tax Administrator, real property assessments, taxes levied in counties, delinquent taxes owed to counties, remission of sales and use taxes, and mobile homes	21
LB 847	Kauth	Business and Labor	Adopt the Nebraska Registered Apprenticeship Act, change provisions relating to funds, child labor, the Business Innovation Act, the Contractor Registration Act, the Employee Classification Act, the Employment Security Law, and the Nebraska Wage Payment and Collection Act, and transfer administration of student internships to the Department of Labor	22
LB 924	Andersen	Education	Change powers of learning community councils and authorized uses of learning community levies	24
LB 935	Bosn	Judiciary	Provide for the award of costs and attorney's fees in certain actions involving political subdivisions	25
LB 937	Education Com	Education	Adopt the Prior Learning Act and K-12 Cybersecurity Act, change provisions relating to student transfers, school absences, extracurricular activities, school employment, the improvement grant program, monitoring instruction, deadlines, Teacher Apprenticeship Program, Nebraska Teacher Recruitment and Retention Act	26

<i>Bill</i>	<i>Sponsor</i>	<i>Committee</i>	<i>Subject</i>	<i>Pg.</i>
LB 940	Murman	Education	Prohibit certain color additives in school meals	39
LB 966	Cavanaugh, M.	Education	Adopt the Hunger-Free Schools Pilot Program	40
LB 1022	Murman	Education	Eliminate the human relations training requirement for obtaining certificates and permits for teaching, providing special services, or education administration	41
LB 1236	Executive Board	Executive Board	Change provisions relating to publication, printing, and distribution of legislative journals, session laws, and statutes and publication of the Constitution of Nebraska	42

LB 258	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Raybould	Business and Labor	Raybould	Change provisions relating to the minimum wage under the Wage and Hour Act

Approved by Governor: February 9, 2026
Passed on Final Reading: February 5, 2026; 33-16 vote
Effective Date: July 18, 2026

Currently, the minimum wage is set at \$13.50 per hour. On January 1, 2026, the rate will be \$15 per hour through December 31, 2026. Under LB 258, the minimum wage would be increased on January 1, 2027, and on each January 1st thereafter, by 1.75%.

Youth Minimum Wage

The measure provides that an employer may pay a “youth minimum wage” of \$13.50 per hour to an employee who:

- (a) is at least 14 years of age but younger than 16 years of age; and
- (b) is not an emancipated minor.

Beginning on January 1, 2030, and on January 1st of every 5th year thereafter, the youth minimum wage would increase by 1.5%, rounded to the nearest cent.

Training Wage Rate

LB 258 provides that a “training wage rate” would be:

- (a) \$13.50 per hour through December 31, 2026; and
- (b) beginning on January 1, 2027, and on January 1st of each year thereafter, the training wage rate would increase by 1.5%, rounded to the nearest cent.

LB 304	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	DeBoer	Health	DeBoer	Eliminate a sunset date for the federal Child Care Subsidy program and state intent regarding funding

Approved by Governor: April 14, 2026
Passed on Final Reading: April 10, 2026; 43-6 vote
Effective Date: July 18, 2026

LB 304 was introduced in the 2025 Session. It was supported by First Five Nebraska and a host of education groups, including NCSA. Senator Prokop was instrumental in promoting the bill to his colleagues.

LB 304 changes provisions of the Child Care Subsidy program, removing the October 1, 2026, sunset on the eligibility cap of 185% of the Federal Poverty Level (FPL). The bill also removes the October 1, 2026, sunset on eligibility for the transitional Child Care Subsidy of 200% FPL. Currently, the income cap would revert to the threshold of 130% FPL for regular subsidy and 185% for transitional subsidy.

Based on updated analysis provided by DHHS, which analyzes the estimated cost of child care subsidy scenarios, the estimated funds needed to maintain the current subsidy levels in FY2027 are \$3,157,170. Assuming the FY2027 cost is 75% of a full year, the cost in FY2028 and beyond is estimated to be \$4,209,560.

As amended and passed, the funding source for the additional cost is designated to be the Health Care Cash Fund.

LB 384	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Storer	Revenue	None	Require the county assessor and one voting member of the governing bodies of participating political subdivisions to attend joint public hearings under the Property Tax Request Act

Approved by Governor: February 9, 2026
Passed on Final Reading: February 5, 2026; 49-0 vote
Effective Date: July 18, 2026

LB 384 amends the Property Tax Request Act, which was created in 2021 under LB 644. The original intent behind LB 384 was to revise “Nebraska’s ‘Truth in Taxation’ law by requiring a majority of the governing board members of a property taxing entity exceeding its allowable growth rate to attend the corresponding joint public hearing.”¹

As amended, LB 384 changes the requirements that must be met if any political subdivision seeks to increase its property tax request by more than the allowable growth percentage. The bill amends section 77-1633(3)(b) to require that at least one voting member of the governing body of each participating political subdivision must attend the required joint public hearing. The county assessor of the county hosting the hearing must also attend.

¹ Statement of Intent, LB 384, One Hundred Ninth Legislature, First Session, 2025.

The bill eliminates the current provision that an elected official may be THE designated representative from a participating political subdivision.

LR 422	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Rountree	Education	None	Urge Congress and the President of the United States to enact legislation to fully fund the Individuals with Disabilities Education Act

Adopted: April 9, 2026; 47-0
Effective Date: April 9, 2026

LR 422 was introduced late in the 2026 Session on March 24. The resolution was referred to the Education Committee for disposition. After a public hearing on April 1, the committee advanced the measure unanimously for floor consideration.

The resolution urges Congress and the President of the United States to fully fund the Individuals with Disabilities Education Act (IDEA) at the authorized level of 40% of the average per-pupil expenditure. The resolution states that, although Congress has consistently authorized funding at 40%, the federal government has never met this commitment. As a result, states and local school districts have been required to cover the majority of special education costs. The resolution further states that the failure to fully fund IDEA shifts the financial burden to states and school districts, which results in reductions to other educational programs or increased reliance on state and local taxes.

LB 429	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Murman	Education	None	Provide requirements and restrictions for school boards relating to professional employees' organizations

Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 47-2
Effective Date: July 18, 2026

From the time this bill was introduced in 2025 until it passed in 2026, LB 429 was the subject of concern for NSEA. As introduced, the bill was meant to open access to teachers for other education membership groups, including and especially as it relates to the Association of American Educators (AAE). The AAE is a nonunion organization that provides liability insurance, life insurance, and professional growth opportunities for its membership.

Charles Zurcher, regional membership director for AAE, testified at the February 18, 2025, public hearing: “The NSEA has access to school districts’ teachers’ emails, school presentations, teachers’ mailboxes, and district bulletin boards in virtually every school in our state. Other

professional associations are severely restricted.”² “This is fundamentally wrong and creates a monopoly”, said Zurcher.³

Tim Royers, NSEA President, opposed the legislation, calling it “blatantly unconstitutional” in violation of Article III, Section 18 relating to special legislation.⁴

As the bill advanced from committee, it was not only a threat to NSEA but also a problem for school management. The bill would have created more work for school officials to make sure access was permitted for a range of organizations – not just teacher groups.

NSEA helped to develop a compromise amendment, offered by Senator John Cavanaugh, and, on March 6, 2026, it was adopted by the Legislature.

LB 429, as passed and signed into law, requires school boards to grant access upon a request made by a professional employees’ organization to the physical or electronic mailbox of any certificated employee.

Professional employees’ organization is defined as any organization that engages in one or more of the following activities: Providing liability protection or collective bargaining on behalf of certificated employees.

LB 429 permits a professional employees’ organization, in an effort to recruit new members, to display information at or send a representative who either is an employee of the school district or represents an employee of the school district to attend a certificated employee meeting or event, including, but not limited to, a certificated employee orientation meeting.⁵

If a professional employees’ organization is allowed to create and post signage or materials in a school (such as an information board, a bulletin board, a poster, or a pamphlet), any other professional employees’ organization must also be granted permission to create and post signage and materials in an equal manner.

A school board may not designate any day or break in the school calendar by naming or referring to the day or break using the name of any professional employees’ organization.

CIR: The new law may not be construed to apply to, modify, supersede, or affect in any way the provisions of the Industrial Relations Act (CIR)⁶ or any rights, duties, procedures, or obligations established pursuant to such act or section, including, but not limited to, any matters relating to collective bargaining, industrial disputes, certification of bargaining agents, prohibited practices, or jurisdiction of the CIR.

² Hearing Transcripts, LB 429, Education Committee, February 18, 2025, p. 63.

³ *Id.*

⁴ *Id.*, pp. 68-69.

⁵ Certificated employee means and includes all teachers and administrators as defined in section 79-101, other than substitute teachers, who are employed one-half time or more by any class of school district. Neb. Rev. Stat. § 79-824.

⁶ Neb. Rev. Stat. § 48-842.

LB 596	<i>Sponsor</i> Sanders	<i>Committee</i> Government	<i>Priority</i> Government Com	<i>Subject</i> Change requirements for legal publications and notices required by law, provisions of the Open Meetings Act, county inventories, warrants, and discharge records, storage requirements for certain records, petitions to change names, marriage license and record fees, and reports of abandoned property, and eliminate a penalty for certain public officials and provisions relating to the registration of farm, ranch, or home names
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Approved by Governor: April 14, 2026
Passed on Final Reading: April 10, 2026; 46-3
Effective Date: July 18, 2026

LB 596 became a package bill for the Government Committee. It will likely be remembered mostly for changes in the Nebraska Hall of Fame laws to allow Tom Osborne to be inducted while still living. For the education community, the measure includes changes to the Open Meetings Act and changes in the requirements for legal publications and notices.

■ **Public Record Preservation** *Effective Date*
 (Sections 4, 5 of LB 596) July 18, 2026

Sections 4 and 5 of LB 596 incorporate the provisions of LB 919 (Sanders) relating to preservation of public records.⁷ The intent is to modernize public records preservation processes by allowing the use of media other than microfilm or microfiche.⁸

Roll form of microfilm or “other accessible durable medium” may be substituted for the method of filing original documents.

LB 596 provides that a “medium” is accessible if it is able to be retrieved through intellectual, digital, or physical means within institutional or legal parameters.

■ **Legal Newspapers** *Effective Date*
 (Section 6 of LB 596) July 18, 2026

Section 6 of LB 596 amends the law (§ 25-523) defining a legal newspaper. This section provides for the use of digital newspapers for purposes of giving public notice under the Open Meetings Act in localities where no print edition or e-edition of a legal newspaper are published.

The measure provides that no newspaper would be considered a legal newspaper for the publication of legal and other official notices unless it has a bona fide circulation:

- of at least 300 paid subscriptions if located in a city of the metropolitan class or a city of the primary class, or

⁷ Neb. Rev. Stat. § 23-1517.01.

⁸ Statement of Intent, LB 919, One Hundred Ninth Legislature, Second Session, 2026.

- at least 200 paid subscriptions if located in a city of the first class, city of the second class, or village, and
- must have been published within the county or an adjacent county for 52 successive weeks prior to the publication of a notice, and then subsequently at least 50 times per year.

LB 596 defines “digital newspaper” as an Internet website that:

- (a) employs staff in the county from which the digital newspaper is published online;
- (b) has at least 300 paid subscribers if located in a city of the metropolitan class or city of the primary class;
- (c) has at least 200 paid subscribers if located in a city of the first class, city of the second class, or village;
- (d) publishes exclusively online;
- (e) has updated its news at least once each week for at least one year prior to the publication of a notice; and
- (f) reports on events and governmental activities of local interest.

An “e-edition” is defined as a digital facsimile of a newspaper’s print edition that is accessible from such newspaper’s website and is substantially the same in both format and content as the print edition of such newspaper.

The e-edition of a legal newspaper would be considered a legal newspaper for the publication of legal and other official notices only if:

- (a) such notices are contemporaneously published in the print edition of the newspaper or
- (b) the newspaper:
 - (i) has ceased publication of its print edition and
 - (ii) was considered a legal newspaper when it ceased publication.

If no newspaper considered to be a legal newspaper publishes either a print edition or an e-edition within a county, any legal and other official notices directed to persons or entities in that county may be published in a digital newspaper within the county if available at a rate not to exceed legal notice rates.⁹

Published Legal Notices: LB 596 modifies existing law to provide that all legal publications and notices of whatever kind or character that may by law be required to be published a certain number of days or a certain number of weeks would be legally published when they have been published in a print edition of a daily, weekly, semiweekly, or triweekly newspaper, or in an e-edition or digital newspaper as outlined above.¹⁰

⁹ Neb. Rev. Stat. §§ 33-141 to 33-143 (Legal Notices).

¹⁰ *Id.*, § 25-228.

Rates for Legal Notices: In section 10 of the measure, the legal rate for the publication of all legal notices other than those exceptional legal notices¹¹ would continue to be 50¢ per line, single column, standard newspaper measurements of eight-point type and pica width of eleven for the first insertion and 43.34¢¹² per line, single column, standard newspaper measurements of eight-point type and pica width of eleven for each subsequent insertion.

■ Open Meetings Act

Effective Date

(Sections 15, 16 of LB 596) July 18, 2026

LB 596 includes the provisions of two bills introduced in the 2026 Session relevant to the Open Meetings Act: LB 898 (Lonowski) and LB 1145 (Lonowski). Senator Lonowski believed that existing provisions of the Open Meetings Act have become “confusing and have proven to be problematic for political subdivisions.”¹³

The measure amends the Act (§ 84-1411) to state that each public body must give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes.

Notice must be given at least four times each year of the regular meeting schedule, the location, and the method designated by the public body to provide reasonable advance publicized notice. The notice must be given by publication in a legal newspaper of general circulation within the public body’s jurisdiction. This would not apply in the case of:

- the governing body of a city of the second class or village,
- any advisory committee of the governing body,
- the governing body of a rural or suburban fire protection district, or
- any public body that only meets intermittently and is not required to hold regular meetings.

The measure provides that failure to comply with the above requirement would not cause any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken at a meeting of the public body to be void or voidable.

For a public body that decides to publish notice in a newspaper of general circulation within the public body’s jurisdiction to meet the notice requirement, in case of refusal, neglect, or inability of the newspaper to publish the notice, the public body must:

- (a) post such notice on its website, if available,
- (b) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and
- (c) post such notice in a conspicuous public place in such public body’s jurisdiction.

¹¹ *Id.*, § 33-142.

¹² Formerly 39.4¢ per line.

¹³ Statement of Intent, LB 1145, One Hundred Ninth Legislature, Second Session, 2026.

The public body must keep a written record of the posting and a written record of the request to the newspaper. The record of the posting would be evidence that the posting was done as required and would be sufficient to fulfill the requirement of publication.

Posting the Act: LB 596 eliminates the requirement of posting the Act in the meeting room at a location accessible to members of the public. Public bodies must merely make available at least one current copy of the Act in the meeting room accessible to members of the public.

LB 653	Sponsor	Committee	Priority	Subject
	Murman	Education	None	Change provisions relating to acceptance of students under the enrollment option program and discipline of students under the Student Discipline Act

Approved by Governor: March 4, 2026
Passed on Final Reading: February 27, 2026; 33-15 vote
Effective Date: July 18, 2026

LB 653 was introduced in 2025 and was initially set to be a comprehensive Education Committee package bill last year. The bill stalled during the 2025 Session on General File and then carried over to the 2026 Session. Senator Murman had an opportunity as the 2026 Session began to use the bill as a vehicle for two important issues: changes to the enrollment option program and changes to the Student Discipline Act (specifically as it relates to PK-2 suspensions).

The first issue, option enrollment, did not cause much concern among lawmakers. The proposed changes were readily acceptable during floor debate. The second issue, PK-2 suspensions, was very controversial by comparison. It involved a law passed in 2023 under LB 705, which was supported by Senator Murman and approved by the Governor.¹⁴ In subsequent years, both Senator Murman and Governor Pillen would work to repeal it or at least modify it due to concerns expressed by educators throughout the state.

Repealing the law relevant to PK-2 suspensions would have been politically difficult.¹⁵ The next best option, viewed as a compromise, was to amend the law by adding a new exception to the rule that no PK-2 student may be suspended. Prior to LB 653, as passed, the only exception provided in the law related to a student bringing a deadly weapon on school grounds, a vehicle owned, leased, or contracted by a school, or at a school-sponsored activity or athletic event. The “deadly weapon” exception was part of the law when it passed in 2023.

On January 9, 2026, a white copy amendment was filed on LB 653 containing the proposed changes to the enrollment option program and the Student Discipline Act. The debate was contentious at all three stages of debate. After final passage, reverberations on the student discipline issue were heard throughout the remainder of the session.

¹⁴ Neb. Rev. Stat. § 79-265.01.

¹⁵ LB 1053 was introduced on behalf of the Governor to eliminate the prohibition regarding suspending a PK-2 student. The bill would have outright repealed § 79-265.01. The bill was not advanced from committee.

Enrollment Option Program

The proposed change to the Enrollment Option Program was limited to one section of law (§ 79-238) relating to application acceptance and rejection, specifically as it pertains to siblings of option students.

Section 1 of LB 653 states that any option school district that is not a member of a learning community must automatically accept applications for siblings of option students enrolled in the option school district without regard to capacity limitations.

Any option school district that is in a learning community must automatically accept applications for siblings of option students enrolled in the option school district without regard to capacity limitations, then give:

- First priority for enrollment to students who have previously been enrolled in the option school district as an open enrollment student,
- Second priority for enrollment to students who reside in the learning community and who contribute to the socioeconomic diversity of enrollment at the school building to which the student will be assigned, and
- Final priority for enrollment to other students who reside in the learning community.

The option school district would not be required to accept a student meeting the priority criteria if the district is at capacity, except for siblings of option students or as provided in section 79-235.01 or section 79-240.¹⁶

Student Discipline

LB 653 amends three separate sections of the Student Discipline Act.

Short-term Suspension

Oral and Written Notice: Section 2 of LB 653 amends § 79-265 to provide that before the short-term suspension takes effect, the student and the parent, guardian, or educational decisionmaker of the student must be given oral and written notice of the charges against the student an explanation of the evidence the authorities have, and an opportunity to present the student's version of the events leading to the alleged conduct or violation the principal has determined necessitates a short-term suspension and evidence to support the student's version of such events.

Written Statement: Within twenty-four hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following such suspension, the principal shall send a written statement to the student and his or her parent or guardian describing:

- (1) The student's conduct, misconduct, or violation of the rule or standard;
- (2) The reasons for the action taken;

¹⁶ Neb. Rev. Stat. § 79-235.01 (continued attendance), § 79-240 (request for release, rejection, notice, appeal).

- (3) The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
- (4) Resources the school is able to provide or recommend to assist the student; and
- (5) How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.

Note: The last three items, (3), (4), and (5), were added to the required written statement.

Conference: As with existing law, the principal must make a reasonable effort to hold a conference with the parent or guardian before or at the time the student returns to school and must document the effort in writing.

LB 653 provides that, if the conference has not been held, a parent, guardian, or educational decisionmaker may submit a written request to the school for a conference with the principal relating to the short-term suspension of the child and the written statement received by the parent, guardian, or educational decisionmaker.

PK-2 Suspension

Section 3 of LB 653 amends § 79-265.01 relating to PK-2 suspension. A new exception is provided for the rule that no PK-2 student may be suspended. LB 653 provides that a PK-2 student may be suspended if he/she engages in violent behavior capable of causing physical harm to another student or school employee.

Long-term Suspension, Expulsion, or Mandatory Reassignment

Section 4 of LB 653 amends § 79-268 relating to the procedures that must be followed if a principal makes a decision to discipline a student by long-term suspension, expulsion, or mandatory reassignment.

Currently, the decision to recommend discipline must be made within two school days after learning of the alleged student misconduct. On the date of the decision, a written charge and a summary of the evidence supporting the charge must be filed with the superintendent.

The school must, within two school days after the decision, send written notice by registered or certified mail to the student and his/her parent or guardian informing them of the rights established under the Student Discipline Act. The written notice must include the following:

- (a) The rule or standard of conduct allegedly violated, and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
- (b) The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
- (c) Resources the school is able to provide or recommend to assist the student; and
- (d) How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.

Note: The final two items, (c) and (d), for the written notice were added under LB 653.

LB 745	<i>Sponsor</i> Juarez	<i>Committee</i> Education	<i>Priority</i> None	<i>Subject</i> Change provisions relating to the requirements for a diploma of high school equivalency
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Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 49-0
Effective Date: July 18, 2026

At the public hearing for LB 745, Senator Juarez stated that NDE and the Nebraska School Counselor Association supported the legislation. Senator Juarez stated the reason for introducing the bill was that:

Under current Nebraska statute and policy, students who are 16 and 17 can take the GED test with appropriate documentation and approvals, but cannot receive the GED diploma until after their 18th birthday. This statutory delay creates unnecessary burdens on young people who have met all academic requirements and are ready to move on to the next stage of their lives.¹⁷

LB 745 changes the requirements to receive a General Educational Development (GED) by removing the 18th birthday requirement, so that the Commissioner of Education can issue the diploma upon completion of the high school equivalency requirements. The measure also removes the requirement that an individual's graduating class has been graduated for at least one year.¹⁸ The measure was supported by the Omaha-based Education Rights Counsel.

LB 748	<i>Sponsor</i> Sorrentino	<i>Committee</i> Education	<i>Priority</i> None	<i>Subject</i> Change provisions relating to the Nebraska educational savings plan trust and allow for the use of trust funds for recognized postsecondary credential programs
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Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 46-3
Effective Date: July 18, 2026

LB 748 conforms Nebraska law to the federal changes regarding "529 Plans" under the College Savings Plan Program that became a part of the One Big Beautiful Bill signed on July 4, 2025.

LB 748 expands the types of elementary or secondary school expenses beyond tuition (e.g., to include books, tutoring, online material), up to \$20,000 per year,¹⁹ consistent with federal changes.

¹⁷ Hearing Transcripts, LB 745, Education Committee, January 26, 2026, p. 74.

¹⁸ Neb. Rev. Stat. § 79-730.

¹⁹ The current limit is \$10,000.

The measure also provides that College Savings Plan Program funds may be used for postsecondary credentialing expenses, consistent with federal changes, such as tuition and fees, books, supplies, and equipment necessary for the program, testing fees for exams required to obtain or maintain a recognized credential, and continuing education fees.

Also under the new law, the State Treasurer will have the power to enter into agreements with any recognized postsecondary credential program to implement the Education Savings Plan, except agreements that pertain to the investment of money in the Education Savings Plan administrative fund, expense fund, or program fund. The State Treasurer will also have the power to make payments to recognized postsecondary credential programs pursuant to participation agreements on behalf of beneficiaries.

LB 803	<i>Sponsor</i> Revenue Com	<i>Committee</i> Revenue	<i>Priority</i> Revenue Com	<i>Subject</i> Adopt the First-Time Home Buyer Savings Account Act and change provisions relating to the Sports Arena Facility Financing Assistance Act, the Property Tax Growth Limitation Act, property tax valuation and levy procedures, homestead exemptions, and income taxes
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Approved by Governor: April 16, 2026
Passed on Final Reading: April 10, 2026; 48-1 with E Clause
Effective Date: Sections 14-18 - January 1, 2027

As LB 803 advanced from the Revenue Committee, it included the contents of LB 575 (Hallstrom) relating to property tax levy limits. It's important to note that the property tax levy limit provisions become operative on January 1, 2027.

Notice

Section 14 of LB 803 amends the duties of county assessors (§ 77-1315). By June 1, 2027, and each June 1st thereafter, in addition to the notice of preliminary valuation, the county assessor must create a notice to be delivered to the owner of record as of May 20th of the assessed value of every item of real property not exempt from taxation, which has been assessed at a value different than in the previous year. The notice must be delivered by first-class mail addressed to the owner's last-known address.

It must identify the item of real property and must display a column for the prior tax year and the current tax year. Under the column for the prior tax year, the notice must display:

- the valuation of the parcel in the prior tax year,
- the amount each city, county, and school district levied against such parcel in the prior tax year, and
- the total amount of taxes levied against the parcel in the prior tax year by the city, county, and school district.

Under the column for the current tax year, the notice must display:

- the valuation of the parcel in the current tax year and
- the total amount of taxes that would be levied against the parcel by each city, county, and school district using the previous year's rate of levy.

The notice must state that the tax amounts do not include any homestead exemptions or property tax credits.

The notice must state the following, in a font size larger than any other font appearing on the notice:

“KNOW YOUR RIGHTS: If you believe the valuation of the parcel described in this notice to be in error, you may file a protest of this valuation with the county clerk on or before June 30, and your protest shall be decided by the county board of equalization. Your protest must be accompanied by documentation sufficient to justify the requested valuation; if not, your protest will be dismissed. If you are concerned about the effect your valuation may have on how much tax will be levied against your parcel, you are encouraged to attend any and all of the budget hearings for the political subdivisions listed above. This notice displays the amount of tax which would be levied if the levy rate for each of the listed political subdivisions were unchanged from the prior year. The valuation for your parcel will not be certified to the listed political subdivisions by the county until August 20.”

The notice must include the date of convening of the county board of equalization and the dates for filing a protest. The notice must also state the following:

“The time and place of the budget hearings will be reported to the county assessor by each political subdivision listed above on or before June 1. Such time and place can change based on unforeseen circumstances. You are encouraged to verify with each listed political subdivision that the time and place of the budget hearings has not changed. You will receive a postcard from the state, mailed on or before July 1, which will provide further information.”

First Budget Hearing

Section 14 further amends § 77-1315 to state that, by June 1, 2027, and each June 1st thereafter, each political subdivision levying a tax against property must inform the county assessor of every county in which the political subdivision has the authority to levy the tax of the time and place of the political subdivision's first budget hearing. *This particular portion of section 14 applies only to counties, cities, and school districts.*

Failure by a political subdivision to comply would not:

- (a) constitute a violation by the county assessor,
- (b) invalidate the political subdivision's property tax request, or
- (c) constitute an unauthorized levy (under § 77-1606).

By June 1, 2027, and each June 1st thereafter, the county assessor must send the Property Tax Administrator a report that includes:

- (a) The name and address of every person receiving the notice (outlined above); and

(b) The county's website address where the following information must be posted:

- (i) The time and place of the first budget hearing for the county and each city and school district authorized to levy a tax within the county; and
- (ii) The time and place of the joint public hearing (outlined below).

By June 25, 2027, and each June 25th thereafter, the Department of Revenue is required to send each person listed in the report (i.e., those who received the notice) a postcard containing information about the website address (i.e., the county's website).

Two-thirds Majority Vote

Section 17 of LB 803 amends the Property Tax Request Act (§ 77-1632)²⁰ with regard to how a political subdivision may exceed its property tax request in the prior year.

Under the modified law, the governing body of the political subdivision must pass a resolution or ordinance to set the amount of its property tax request after holding a public hearing. If the governing body of a political subdivision seeks to set its property tax request at an amount that exceeds its property tax request in the prior year, it may do so, subject to the limitations provided in the School District Property Tax Limitation Act and the Property Tax Growth Limitation Act, after holding a public hearing and by passing a resolution or ordinance, by a 2/3s majority vote except for seven-member boards, which would require a 4/7s majority vote.

In this case, "political subdivision" means a county, city, village, school district, learning community, sanitary and improvement district, natural resources district, or community college.

"Property tax request" is defined as the total amount of property taxes requested to be raised for a political subdivision through the levy imposed.²¹

Joint Public Hearing

Section 18 of LB 803 creates a new section of law related to the joint public hearing. The measure requires that each county and each city or school district levying a tax on property within a county must participate in a joint public hearing.

If a political subdivision includes area in more than one county, the political subdivision would be deemed to be within the county in which the political subdivision's principal headquarters are located.

Designated Representative: Each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision.

Board Member Attendance: At least one voting member of the governing body of each participating political subdivision must attend the joint public hearing.

²⁰ The Property Tax Request Act was passed in 2021 under LB 644 and resulted in the institution of the "pink postcard."

²¹ Pursuant to § 77-1601 (County tax levy).

The presence of a quorum or the participation of elected officials at the joint public hearing would not constitute a meeting under the Open Meetings Act.

County Assessor Attendance: The county assessor of the county in which the joint public hearing is being held must also attend the hearing.

Agenda: At the hearing, the only item on the agenda would be a discussion on each political subdivision's budget process and preliminary information on relevant data that would impact the political subdivision's budget in the current year.

Date of Joint Hearing: The joint public hearing must be held on or after July 1 and prior to July 15,²² and before any of the participating political subdivisions file their adopted budget statement. The joint public hearing must be held after 6 p.m. local time on the relevant date.

Hearing Organization: The joint public hearing would be organized by the county clerk or his/her designee.

At the joint public hearing, the designated representative of each political subdivision must give a brief presentation on the budget process, how the budget affects the property tax request, information about the prior year's budget and property tax request, and any preliminary information about factors that may affect the current year's budget as may be known to the political subdivision.

Public participation: Any member of the public must be allowed to speak at the joint public hearing and must be given a reasonable amount of time to do so.

Report: After completion of the joint public hearing, the county clerk, or his/her designee, must prepare a report that would include:

- (a) The name of each political subdivision that participated in the joint public hearing;
- (b) The names of the designated representatives of the political subdivisions participating in the joint public hearing;
- (c) The name and address of each individual who spoke at the joint public hearing, unless the address requirement is waived to protect the security of the individual, and the name of any organization represented by each such individual; and
- (d) The number of individuals who signed in to attend the joint public hearing.

The report must be delivered to the political subdivisions participating in the joint public hearing within 10 days after the hearing.

²² Beginning in 2027.

LB 820	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Retirement Com	Retirement	Retirement Com	Change retirement provisions relating to approved identification documents, participation in certain retirement systems, state contributions, ex officio members of the Nebraska Investment Council, contributions by school districts, computation of tax withholdings, retirement allowances, cost-of-living adjustments, and the Nebraska State Patrol and change the title of the executive director of the Nebraska Public Employees Retirement Systems

Approved by Governor: April 14, 2026
Passed on Final Reading: April 10, 2026; 49-0 with E Clause
Effective Date: July 18, 2026; except as noted below relating to section 22

LB 820, introduced and prioritized by the Retirement Committee. The bill includes the original provisions of LB 820 along with three other retirement bills: LB 1102, LB 1103, and LB 1166. The measure amends, to one degree or another, the following acts and entities:

- County Employees Retirement Act
- Judges Retirement Act
- Spousal Pension Rights Act
- Nebraska Investment Council
- School Employees Retirement Act
- Class V School Employees Retirement Act
- State Patrol Retirement Act²³
- State Employees Retirement Act
- Public Employees Retirement Board

LB 820, as introduced, was a technical clean-up bill drafted in coordination with the Nebraska Public Employees Retirement Systems (NPERS). The measure also contains some substantive changes.

Technical Cleanup

The technical cleanup portions of the measure include efforts to:

- Consolidate language regarding approved identification documents for state retirement plan purposes;
- Change the title of the NPERS Director to Executive Director;
- Clarify language regarding state contributions to the School Retirement Fund and the Omaha School Employees Retirement System (OSERS) Plan;

²³ Portions of LB 1103 (Ballard) were incorporated into LB 820 and will make two changes to the Nebraska State Patrol Retirement Act. The bill will increase the mandatory retirement age for members of the Nebraska State Patrol from age 60 to age 65. It would also authorize members who joined the retirement plan after July 1, 2016 to participate in the deferred retirement option plan (DROP). Currently, only members who joined the retirement plan prior to July 1, 2016 may participate in the DROP program.

- Provide for the tax treatment of contributions under the Deferred Compensation Plan in designated Roth IRA accounts under the IRS; and
- Eliminate obsolete provisions.

Class V (OPS) Plan

Portions of LB 1102 (Ballard) were incorporated into LB 820 and will change the adjustment date of cost-of-living adjustments (COLAs) under the Class V (OPS) School Employees Retirement Act to align with the beginning of the plan year. Beginning in 2026, COLAs under the Class V plan will be calculated and adjusted on September 1st of each year. The bill would align the annuity payment date under the Class V plan with the School Employees plan by setting payments on the last business day of each month. LB 1102 would also amend the definition of “retirement date” under the Class V plan to align with the corresponding definition of “retirement date” under the School Employees Retirement Act as follows:

Retirement date means (a) the first day of the month following the date upon which a member’s request for retirement is received on a retirement application if the member is eligible for retirement and has terminated employment or (b) the first day of the month following termination of employment if the member is eligible for retirement and has filed an application but has not yet terminated employment.

School Employees Retirement Plan

Portions of LB 1166 (Juarez) were incorporated into LB 820 and pertain to an issue brought forward prior to the passage of LB 645 (2025). LB 645 created a new tiered structure for determining the employee contribution rate based on the current funded ratio of the School Employees Retirement Plan. When LB 645 passed last year, the start date established for each year’s contribution rate was July 1, which would be consistent with the state’s fiscal year. The problem, of course, is that the school fiscal year and most ESUs’ fiscal years begin September 1. LB 1166 addresses this problem. Beginning in 2027, the new employee contribution rate would commence on September 1.

Note: This particular portion of LB 820, contained in section 22 of the measure, became operative on April 15, 2026.

Approved Identification Documents

Another editorial change relates to approved identification documents for persons residing outside of the United States and engaged temporarily as school employees in the State of Nebraska.

The employing public school and the school employee must maintain at least one approved identification document as defined in section 4-108. In both sections 79-915 (School Employees Plan) and 79-9,118 (Class V Plan), the laws are changed to refer to section 4-108 for the list of approved identification documents.

There are no substantive changes to the list of approved identification documents. The list currently includes:

1. A state-issued driver's license;
2. A state-issued identification card;
3. A state-issued motor vehicle learner's permit;
4. A certified copy of a birth certificate or delayed birth certificate issued in any state, territory, or possession of the U.S.;
5. A Consular Report of Birth Abroad issued by the U.S. Department of State;
6. A U.S. passport;
7. A foreign passport with a U.S. visa;
8. A U.S. Certificate of Naturalization;
9. A U.S. Certificate of Citizenship;
10. A tribal certificate of Native American blood or similar document;
11. A U.S. Citizenship and Immigration Services Employment Authorization Document, Form I-766;
12. A U.S. Citizenship and Immigration Services Permanent Resident Card, Form I-551; or
13. Any other document issued by the U.S. Department of Homeland Security or the U.S. Citizenship and Immigration Services granting employment authorization in the U.S. and approved by the Public Employees Retirement Board.

LB 821	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Retirement Com	Retirement	None	Eliminate certain verification requirements performed by the Public Employees Retirement Board and change duties of the board and the Nebraska Investment Council relating to retirement systems

Approved by Governor: February 24, 2026
Passed on Final Reading: February 20, 2026; 48-0
Effective Date: July 18, 2026

LB 821 amends various statutes to eliminate certain provisions related to verifications performed by the Public Employees Retirement Board (PERB), and to provide annual reports from the PERB and the Nebraska Investment Council (NIC).

Under LB 821, the PERB will no longer need to verify that their investments of assets are being invested and reinvested for exclusive purposes and that the assets of the retirement system are not invested with the sole or primary investment objective of economic development or social purposes or objectives.

By March 31 of each year, the NIC must present an independent analysis to the PERB on the investment returns on the assets of each retirement system administered by the PERB and the assets of the Class V (OPS) School Employees Retirement Act.

By April 10 of each year, the NIC must prepare an annual report and must present this report and the analysis noted above to the Retirement Committee at a public hearing.

By April 10 of each year, the PERB must prepare an annual report that includes:

- the board's funding policy,

- the administrative costs and other fees associated with each fund and plan overseen by the board,
- member education and informational programs,
- the director’s duties and limitations,
- an organizational structure of the office of the Nebraska Public Employees Retirement Systems (NPERS), and
- the internal control structure of that office to ensure compliance with state and federal laws.

The PERB present this annual report to the Retirement Committee at a public hearing.

LB 824	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Lonowski	Retirement	None	Change provisions relating to termination of employment under the School Employees Retirement Act and the Class V School Employees Retirement Act

Approved by Governor: April 7, 2026
Passed on Final Reading: April 1, 2026; 47-1 with E Clause
Effective Date: May 1, 2026

LB 824 is the result of an interim study (LR 230, 2025), introduced by Senator Lonowski and co-sponsored by 19 other senators.

The bill would eliminate the current 180-day “no work period” immediately following retirement that allows new retirees to volunteer or substitute teach for up to eight days per month during that no work period.

LB 824 would institute a “hard” 120-day no-work period. This means that no volunteer work or substitute teaching would be allowed during that 120-day period.

The bill is applicable to members of the School Employees Retirement Plan, the Class V (OPS) Retirement Plan, and state employees who are members of the School Employees Retirement Plan.

Note: The change proposed in LB 824 would make both school retirement plans consistent with Nebraska’s other state public retirement plans, including state employees, county employees, judges, and state patrol.

LB 834	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Kauth	Revenue	None	Change provisions relating to county assessors, the Property Tax Administrator, real property assessments, taxes levied in counties, delinquent taxes owed to counties, remission of sales and use taxes, and mobile homes

Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 46-0 vote
Effective Date: July 18, 2026

LB 834 contained both technical cleanup and substantive provisions. It was supported by the Nebraska Association of County Officials (NACO). One particular section of LB 834 relates to appointment of deputies by the county assessor.

Section 2 of LB 834 provides that when authorized by the county board, the county assessor may appoint one or more deputies for whose acts he/she will be responsible. The county assessor may not appoint the county treasurer, sheriff, clerk, or surveyor as deputy.

The appointment must be in writing and revocable in writing by the county assessor. Both the appointment and revocation must be filed and kept in the office of the county clerk.

The deputy must take the same oath as the county assessor, which must be endorsed upon and filed with the certificate of appointment. The county assessor may require a bond of the deputy.

In the absence or disability of the county assessor, the deputy will perform the duties of the county assessor pertaining to the office, but when the county assessor is required to act in conjunction with or in place of another officer, the deputy may not act in the place of the county assessor.

LB 847	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Kauth	Business and Labor	Business and Labor	Adopt the Nebraska Registered Apprenticeship Act, change provisions relating to funds, child labor, the Business Innovation Act, the Contractor Registration Act, the Employee Classification Act, the Employment Security Law, and the Nebraska Wage Payment and Collection Act, and transfer administration of student internships to the Department of Labor

Approved by Governor: April 7, 2026
Passed on Final Reading: April 1, 2026; 44-4
Effective Date: July 18, 2026

LB 847 became a package bill for the Business and Labor Committee and included the contents of a variety of measures within the jurisdiction of the committee.

One of these measures, LB 747 (Sorrentino), was introduced to modernize, strengthen, and create regulatory efficiency in Nebraska's labor and employment laws by establishing uniform enforcement authority across multiple programs managed by the Nebraska Department of Labor. LB 747 proposed to do this by updating youth employment certificate procedures, enhancing wage payment and employee classification enforcement, and improving contractor registration requirements. It was designed to streamline outdated processes, clarify employer responsibilities, and remove duplicative filing requirements, particularly in the administration of employment certificates for minors.

Certificates

Section 8 of LB 847 amends § 48-302 relating to required employment certificates for children under the age of 16. Upon the termination of the employment of a child or when a child reaches the age of 16, the certificate must be retained by the employer for at least 12 months and must be accessible to the school attendance officers and to the Department of Labor and its assistants and employees upon request.

Section 38 of LB 847 outright repeals an existing law (§ 48-307) relating to the filing of duplicate copies of employment certificates with the Department of Labor.

Section 48-307 currently provides that the superintendent of public schools in all cities having a population of more than 1,000 inhabitants (as determined by the most recent federal decennial census or the most recent revised certified count by the U.S. Bureau of the Census) and the presiding officer of all other school boards must furnish a duplicate copy of all certificates issued under sections 48-302 to 48-313 to the Department of Labor.

Administrative and Operational Support Fee

Section 13 of LB 847 derived from the provisions of LB 1015 (Ibach). During the January 26, 2026, public hearing, Senator Ibach stated:

This bill is brought at the request of the Nebraska Department of Labor. LB 1015 creates the Business Innovation Cash Fund and establishes a stable, ongoing source of funding for two key areas in Nebraska’s economic strategy: workforce development and business innovation.²⁴

Under the Employment Security Law (§ 48-648), the Commissioner of Labor may require by rule and regulation that each employer subject to the Employment Security Law must submit to the commissioner quarterly wage reports on forms and in such manner as the commissioner may prescribe.

LB 847 expands this law to permit the Commissioner of Labor to require by rule and regulation an annual “administrative and operational support fee” for such reports for employers eligible for experience rating under section 48-649.03, regardless of their election to be contributory or reimbursable. The annual administrative and operational support fee would be a graduated fee based upon gross wages paid for the prior calendar year. Each employer will be assigned a fee category as provided below:

<i>Gross Wages Paid Previous Calendar Year</i>	<i>Category</i>
\$0	1
\$0.01 to \$49,999.99	2
\$50,000 to \$99,999.99	3
\$100,000 to \$249,999.99	4
\$250,000 to \$499,999.99	5

²⁴ Hearing Transcripts, LB 1015, Business and Labor Committee, January 26, 2026, p. 15.

<i>Gross Wages Paid Previous Calendar Year</i>	<i>Category</i>
\$500,000 to \$999,999.99	6
\$1,000,000 to \$1,999,999.99	7
\$2,000,000 to \$2,999,999.99	8
\$3,000,000 to \$3,999,999.99	9
\$4,000,000 to \$4,999,999.99	10
\$5,000,000 to \$5,999,999.99	11
\$6,000,000 to \$6,999,999.99	12
\$7,000,000 to \$7,999,999.99	13
\$8,000,000 to \$8,999,999.99	14
\$9,000,000 to \$9,999,999.99	15
\$10,000,000 or more.....	16

The commissioner must remit the annual administrative and operational support fee to the State Treasurer for credit to the Contractor, Business, and Professional Employer Organization Registration Cash Fund. If the balance of the Contractor, Business, and Professional Employer Organization Registration Cash Fund reaches or exceeds \$15 million at the close of any fiscal year, the commissioner must, by rule and regulation, ratably reduce the annual administrative and operational support fee for the subsequent year in an amount sufficient to maintain the fund balance at or below such amount.

LB 924	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Andersen	Education	None	Change powers of learning community councils and authorized uses of learning community levies

Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 47-0
Effective Date: July 18, 2026

LB 924 amends various laws to clarify the authorized uses of the learning community levies. The Learning Community and the Learning Community Coordinating Council will be allowed to utilize their levy for:

- the leasing and/or purchasing of elementary learning center facilities;
 - remodeling elementary learning center facilities;
 - no more than 10% of the levy authority may now be used for administrative staff of the learning community; and
 - partnerships with public and private entities to support increasing high school graduation rates.
-

LB 935	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Bosn	Judiciary	Judiciary Com	Provide for the award of costs and attorney's fees in certain actions involving political subdivisions

Approved by Governor: April 14, 2026
Passed on Final Reading: April 10, 2026; 38-11 with E Clause
Effective Date: Sections 3-5 become operative on July 18, 2026

LB 935 became a package bill for the Judiciary Committee and incorporates a variety of measures, including the original contents of LB 935.

Sections 3-5 of LB 935 amend sections 25-824, 25-1802, and 25-1804 relating to frivolous legal actions and the awarding of attorney's fees and costs. LB 935 extended the law's applicability to political subdivisions.

Senator Bosn's intent with LB 935 was to deter frivolous or harassing litigation against a Nebraska political subdivision. "Under LB 935, a political subdivision may request attorney's fees and court costs any time it must defend against a claim that is frivolous or intended primarily to harass the political subdivision or its public officials," she wrote.²⁵

"Political subdivision" is defined as any village, city, county, school district, public power district, community college, natural resources district, or other unit of local government.

The measure provides that it is the policy of the state to deter frivolous or harassing litigation, especially when it involves frivolous claims or defenses against a political subdivision that necessitate the wasteful expenditure of scarce taxpayer resources. "Claim" includes a claim, cross-claim, or counter-claim.

A political subdivision may request an award of costs and attorney's fees if:

- (i) The political subdivision is a defendant against a claim that is frivolous or intended primarily to harass the political subdivision or its public officials; or
- (ii) Another party asserts a defense against a claim of the political subdivision, and such defense is frivolous or intended primarily to harass the political subdivision or its public officials.

Separate Hearing

The political subdivision may make a request as a claim or a motion. When a court has determined that judgment will be entered denying a claim or defense against a political subdivision and the political subdivision has filed a claim or motion, the court must conduct a separate hearing. The hearing must be conducted before entering any order of dismissal or other resolution.

²⁵ Statement of Intent, LB 935, One Hundred Ninth Legislature, Second Session, 2026.

At such hearing, the court must determine whether the other party’s claim or defense was frivolous or intended primarily to harass the political subdivision or its public officials.

If the court determines that a claim or defense was frivolous or intended primarily to harass the political subdivision or its public officials, the party asserting the claim or defense will have the burden to rebut that finding or show the claim was otherwise excused. If the party fails to meet its burden, the court must award reasonable attorney’s fees and other expenses to the political subdivision. A court may award fees and expenses in addition to any compensation awarded in a judgment.

When a court determines reasonable attorney’s fees or costs should be assessed, it must allocate the payment of the fees or costs among the offending attorneys and parties as the court determines most just and may charge the amount or portion thereof to any offending attorney or party.

LB 937	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Education Com	Education	Education Com	Adopt the Prior Learning Act and the K-12 Education Cybersecurity Act and change provisions relating to student transfers, school absences, option enrollment, extracurricular activities, reports, school employment, the improvement grant program, monitoring or providing instruction, deadlines, the Nebraska Teacher Apprenticeship Program, the Nebraska Teacher Recruitment and Retention Act, and the College Pathway Program Act

Approved by Governor: April 16, 2026
Passed on Final Reading: April 10, 2026; 49-0
Effective Date: July 18, 2026

LB 937 was originally introduced as a technical cleanup bill prepared by NDE. This legislation became a package measure containing the original contents along with six other bills:

- LB 1224 (Hunt) to prohibit children from transferring to an exempt school during certain child abuse or neglect investigations;
- LB 1146 (Conrad) relating to reports by a school district relating to absences of a child from school;
- LB 1243 (Murman) to change school board policies relating to part-time enrollment;
- LB 1241 (Murman) to provide requirements relating to applications for employment at a school;
- LB 1164 (Lonowski) to adopt the Prior Learning Act; and
- LB 599 (DeBoer) to adopt the K-12 Education Cybersecurity Act.

■ Protection of Children	<i>Effective Date</i>
(Sections 1, 2, 15 of LB 937)	July 18, 2026

These three sections of LB 937 represent a modified version of LB 1224 (Hunt), with the intent “to protect children experiencing abuse or neglect by preventing cases in which abuse is

exacerbated or perpetuated when a child victim is withdrawn from public school, therefore losing regular contact with mandatory reporters and opportunity for intervention from school personnel.”²⁶

For any report of child abuse or neglect resulting in an active investigation by DHHS where the subject of the report is a parent or legal guardian of a student or an educational decisionmaker for a student, DHHS must notify the superintendent of the student’s resident school district and the Commissioner of Education that the student may not be transferred or otherwise disenrolled from the student’s current school by a parent, legal guardian, or educational decisionmaker for 14 days after receipt of the notice or until further notice from DHHS, whichever occurs first.

The subject of the report for whom a notice has been provided in accordance with this new law may not transfer or otherwise disenroll the student from the student’s current school for 14 days after receipt of the notice or until further notice from DHHS, whichever occurs first. Any new election filed under section 79-1601 for such a student to attend an exempt school would be invalid during such time period.²⁷

If an election is filed under section 79-1601 in violation of this new law or if such student’s resident school district receives a request to transfer or disenroll the student or a notification of a request to transfer or disenroll from a school that is not operated by the resident school district, the Commissioner of Education or the school district must immediately notify DHHS of the filing or the request and that the notice is being given.

Notices are confidential investigation records and may not contain any information other than the name of the student and whether or not to allow the student to transfer or otherwise disenroll from the school.

DHHS may adopt and promulgate rules and regulations.

Section 15 of LB 937 also amends the home school law (§ 79-1601) to provide that individuals monitoring or providing instruction at a home school may not have been convicted of certain felony offenses.²⁸

■ Absenteeism	<i>Effective Date</i>
(Section 3 of LB 937)	July 18, 2026

Section 3 of LB 937 incorporates the intent of LB 1146 (Conrad), which amends the compulsory attendance laws.²⁹ Specifically, LB 1146 relates to when a school may report to the county attorney in cases involving unexcused absences.³⁰ This section of LB 937 was significantly modified during Select File debate.

²⁶ Statement of Intent, LB 1224, One Hundred Ninth Legislature, Second Session, 2026.

²⁷ Section 28-713.01 - Cases of child abuse or neglect; completion of investigation; notice; when; right to amend or expunge information.

²⁸ Felony offenses under sections 28-319 to 28-322.05 or section 28-316.01, 28-323, 28-703, or 28-707.

²⁹ Neb. Rev. Stat. § 79-209.

³⁰ The Nebraska County Attorney Association submitted an online public comment in opposition to LB 1146 for its public hearing held on February 2, 2026.

The school may report to the county attorney when the school has documented the efforts it has made and that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has accrued 20 days or more of unexcused absences during the school year.

Absences must be excused by a parent, guardian, or educational decision maker of the child for physical or mental illness and as documented by a credentialed health professional, provided the documentation supports the absence. In the instance of chronic illness, documentation must be reviewed each semester.

■ **Technical Cleanup** *Effective Date*
(Sections 4, 6-7, 9-12, 16, 18-19, and 33 of LB 937) July 18, 2026

The originally introduced version of LB 937 amends sections of state law to harmonize education reporting requirements, align statutory deadlines, and remove obsolete provisions. The measure:

- expands option enrollment reporting and notice requirements;
- updates the Nebraska Teacher Apprenticeship Program;
- aligns high-need retention grant eligibility with teachers authorized to teach dual enrollment courses under the Nebraska Teacher Recruitment and Retention Act;
- consolidates reading deficiency reporting into the annual statistical summary;
- adjusts property tax and census reporting deadlines;
- updates College Pathway Program Act terminology and reporting; and
- repeals obsolete provisions relating to educator evaluation grants, solar and wind revenue accounting, and the Junior Mathematics Prognosis Examination.

Section 4 amends the Enrollment Option Program (section 79-239) to expand the annual required data elements of school district option enrollment information for applications received pursuant to section 79-237 to include information on the number of applications approved and learning community disclosures.

Section 6 amends section 79-308 by removing obsolete provisions relating to educator-effectiveness grant programs that applied to the 2016-17 through 2020-21 school years.³¹

Section 7 amends section 79-528 (Annual Census Report) by changing the census reporting deadline from July 20 to October 15, adding superintendent reporting requirements related to option enrollment applications and reading deficiencies, and removing obsolete learning community levy reporting provisions relating to learning communities.

Section 9 amends section 79-816 to revise completion requirements for the Nebraska Teacher Apprenticeship Program by replacing the pedagogy examination requirement with “[S]uccessful completion of a subject-area examination as determined by the Commissioner of Education.” This change would mirror current practice.

³¹ This statute dates back to 1881 and, as amended, the only remaining provision of the statute requires the Commissioner of Education to organize institutes and conferences as he/she deems practicable. He/she must, as far as practicable, attend such institutes and conferences, provide proper instructors for the same, and in other ways seek to improve the efficiency of teachers and advance the cause of education in the state.

Section 10 amends section 79-8,113 by adding a definition of “dual enrollment” under the Nebraska Teacher Recruitment and Retention Act.

Section 11 amends section 79-8,114 (Teacher Recruitment and Retention Act) to expand eligibility for high-need retention grants to include teachers who teach at least one dual enrollment course during the 2026-27 school year and changes eligibility provisions for a high-need retention grant for a teacher with an endorsement in special education, mathematics, science, or technology. The “dual credit” endorsement language was removed since no such endorsement exists.

Section 12 amends section 79-1035 (School Funds) to remove obsolete provisions requiring separate accounting for income derived from solar or wind agreements on school lands (under supervision of the Board of Educational Lands and Funds).³²

Section 16 amends section 79-3407 to change the annual deadline for a school district to submit property tax request authority documentation to NDE from September 30 to October 15.

Section 18 amends section 79-3703 to replace references to “a grant” with “funding” under the College Pathway Program Act.³³

Section 19 amends section 79-3704 to replace references to “grants” with “funding” under the College Pathway Program Act.

Section 33 outright repeals sections 79-309.01 and 79-718, relating to obsolete solar or wind agreements and the Junior Mathematics Prognosis Examination.³⁴

■ Part-time Enrollment	<i>Effective Date</i>
(Section 5 of LB 937)	July 18, 2026

Section 5 of LB 937 represents a modified version of LB 1243 (Murman). LB 1243 was originally introduced to “increase opportunities for homeschool and non-accredited students by ensuring they are not required to be enrolled in a minimum number of credits to participate in an extracurricular activity not regulated by an athletics or activities association.”³⁵ There were concerns expressed that the bill, as introduced, would hinder certain student organizations and activities that actually required school participation, such as Future Farmers of America (FFA). The bill was amended in an attempt to address these concerns.

Under LB 937, section 79-2,136 (Part-time Enrollment) is amended to state that school board policies and procedures:

³² In 2010, the Legislature passed LB 1014 at the request of NSEA to use income from solar or wind energy leases on school lands for teacher performance pay within such districts’ local collective-bargaining agreements. The legislation required that 75% of all school districts must agree to the plan before it could be implemented. This requirement was never achieved.

³³ The College Pathway Program Act was created in 2023 under LB 705 and was designed to provide underrepresented and low-income students, educational services that provide materials, and services to help a student graduate from high school, apply for admission to a postsecondary institution, and complete the requirements to receive an associate degree or a baccalaureate degree.

³⁴ The Junior Mathematics Prognosis Exam was created in 1989 (LB 134). However, the ACT is the current statewide examination for all high school students.

³⁵ Statement of Intent, LB 1243, One Hundred Ninth Legislature, Second Session, 2026.

- (a) Must require any student desiring to participate in extracurricular activities regulated by the NSAA to which the school is a member to be enrolled in five credit hours offered by the school district in any semester in order to participate in the extracurricular activities, but may not prohibit a student from enrolling in more than five credit hours;³⁶
- (b) Must require any student desiring to participate in an extracurricular activity that is governed by a national or state organization other than the NSAA to be enrolled only in the minimum number of credit hours offered by the school district as required by the national or state organization in order to participate in the extracurricular activity, but may not prohibit a student from enrolling in more than the minimum credit hours; and
- (c) May require any student desiring to participate in an extracurricular activity that is not governed by a national or state organization or the NSAA to be enrolled in up to five credit hours offered by the school district in any semester in order to participate in the extracurricular activity, but may not prohibit a student from enrolling in more than the required number of credit hours.

■ Applicant Screening

Effective Date

(Section 8 of LB 937) July 18, 2026

Section 8 of LB 937 represents the modified provisions of LB 1241 (Murman). The bill was introduced with the intent “to ensure that school employee applicants are screened for ever being disciplined or separated from employment while under pending investigations of child abuse, neglect, or sexual misconduct at places of former employment.”³⁷

Notes: Section 8 applies to both public and private schools and applies to both employees and contracted persons. The entire contents of this section will appear as a single statute in law, which makes for some tedious reading. There appears to be some inconsistencies in the language, which were made known to the introducer of the legislation by NCSA.

Beginning with the 2027-28 school year, the measure prohibits a school board or governing authority from hiring any person to serve in a position that involves regular contact with students unless the school board or governing authority, in addition to any other requirements:

(1) Requires the applicant to provide:

- (a) A LIST, including name, address, telephone number, and other relevant contact information for:
 - (i) The applicant’s current employer at the time of the application, if any;
 - (ii) All former schools that such applicant was employed by within the 7 years³⁸ preceding the application; and

³⁶ Subsection (a) is existing law substantively unchanged by LB 937. Subsections (b) and (c) represent new law.

³⁷ Statement of Intent, LB 1241, One Hundred Ninth Legislature, Second Session, 2026.

³⁸ The original version of LB 1241 required a 20-year lookback.

- (iii) All former employers that the applicant was employed by within the 7 years preceding the application that involved direct contact with children;
- (b) A written authorization for the release and disclosure of any records related to the information requested by the applicant's employers (as required above, and as required in the review of the employment history), listed to the school district or school. The written authorization must also release employers from liability that may arise from the disclosure or release of such records; and
- (c) A WRITTEN STATEMENT as to whether the applicant:
 - (i) Has been the subject of a report of child abuse, unless the investigation resulted in a finding that the allegations were false or the alleged incident of child abuse or neglect was not substantiated;
 - (ii) Has ever been disciplined, discharged, nonrenewed, asked to resign from employment, or resigned from or otherwise separated from any employment while allegations of child abuse or neglect or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or neglect or sexual misconduct; or
 - (iii) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or neglect or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or neglect or sexual misconduct; and
- (2) Conducts a review of the employment history of the applicant by contacting the employers listed by the applicant and requesting the following information:
 - (a) The dates of employment of the applicant; and
 - (b) A statement as to whether, to the extent the employer has knowledge, the applicant:
 - (i) Has been the subject of a report of child abuse, unless the investigation resulted in a finding that the allegations were false or the alleged incident of child abuse or neglect was not substantiated;
 - (ii) Has ever been disciplined, discharged, nonrenewed, asked to resign from employment, or resigned from or otherwise separated from any employment while allegations of child abuse or neglect or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or neglect or sexual misconduct; or
 - (iii) Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child abuse or neglect or sexual misconduct were pending or under investigation, or due to an adjudication or finding of child abuse or neglect or sexual misconduct.

The review of an applicant's employment history and background information may be conducted through telephonic, electronic, or written communications. If the review is conducted by telephone, the results of the review must be documented in writing by the prospective employer.

Penalties

An applicant who willfully provides false information or willfully fails to disclose information would be subject to discipline up to, and including:

- (a) termination or denial of employment,
- (b) reporting to the state agency or other entity with authority to revoke any relevant certificate or license, or
- (c) being subject to a civil penalty of not more than \$500. Any penalty collected would be distributed pursuant to Article VII, section 5, of the Constitution of Nebraska.³⁹

The school board or the governing authority must include a notification of the penalties noted above on all applications for employment for positions that involve regular contact with students.

Right to Terminate or Rescind

The school board or the governing authority would have the right to immediately terminate an individual's employment or rescind an offer of employment if:

- (a) The applicant is offered employment or commences employment or contracted services with the school following the effective date of this section of LB 937;
- (b) Information regarding the applicant's history of child abuse or sexual misconduct is subsequently discovered or obtained by the employer that the employer determines disqualifies the applicant or employee from employment with the school; and
- (c) The termination of employment may not be subject to any grievance or appeals procedures or tenure proceedings pursuant to any collective bargaining or negotiated agreement.

After reviewing the information disclosed in the applicant's LIST and finding an affirmative response to any of the inquiries, the governing body, prior to determining to continue with the applicant's job application process, must make further inquiries of the applicant's current or former employer to ascertain additional details regarding the matter disclosed.⁴⁰

Provisional Basis

A school board or a governing authority may employ or contract with an applicant on a provisional basis for a period not to exceed 90 days pending review by the school board or the governing authority of information received, provided that all of the following conditions are satisfied:

- (a) The applicant has complied with the requirement to provide a LIST;

³⁹ All such fines, penalties, and license money shall be appropriated exclusively to the use and support of the common schools in the respective subdivisions where the same may accrue, except that all fines and penalties for violation of laws prohibiting the overloading of vehicles used upon the public roads and highways shall be placed as follows: Seventy-five per cent in a fund for state highways and twenty-five per cent to the county general fund where the fine or penalty is paid. Neb. Const. art. VII, sec. 5.

⁴⁰ This particular subsection of AM2454 mentions "school board" but does not mention "governing authority".

- (b) The school board or the governing authority has no knowledge or information pertaining to the applicant that the applicant is required to disclose in the WRITTEN STATEMENT; and
- (c) The school board or the governing authority determines that special or emergent circumstances exist that justify the temporary employment of the applicant.

Public Records and Immunity

Information received by a school board or a governing authority may not be considered a public record subject to disclosure under the Public Records Laws.⁴¹

A school board or a governing authority that receives a request for information or records regarding an applicant from another school board must provide the information and respond to such inquiries as soon as practicable.

An employer that provides information or records about a current or former employee or applicant shall be immune from criminal and civil liability for the disclosure of the information, unless the information or any record provided was knowingly false. The immunity would be in addition to and not in limitation of any other immunity provided by law.

Pending Investigations

Beginning on the effective date of this section of LB 937, a school board or a governing authority may not enter into an agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement, or take any action that:

- (a) Has the effect of suppressing or destroying information relating to an investigation related to a report of suspected child abuse or sexual misconduct by a current or former employee;
- (b) Affects the ability of the school board or the governing authority to report suspected child abuse or sexual misconduct to the appropriate authorities; or
- (c) Requires the school board or the governing authority to expunge information about allegations or findings of suspected child abuse or sexual misconduct from any documents maintained by the school unless, after investigation, the allegations are found to be false, or the alleged incident of child abuse or sexual misconduct has not been substantiated.

Any provision of an employment contract or agreement for resignation or termination or a severance agreement that is entered into, amended, or renewed after the effective date of this section of LB 937 and that is contrary to this section will be void and unenforceable.

Awareness Campaign

NDE is required to establish a public awareness campaign to publicize the provisions of this section of LB 937 and to ensure applicants and employers are aware of their respective rights and responsibilities under this section. The department must post on its website guidance documents

⁴¹ Neb. Rev. Stat. §§ 84-712 to 84-712.09.

and any other informational materials that may assist applicants and employers in the implementation of and compliance with this section.

Definitions

“Child abuse” is defined as an offense committed under section 28-707; and

“Sexual misconduct” is defined as any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialogue, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student. Sexual misconduct includes sexual abuse by a school worker under section 28-316.01 or violations of a policy adopted under 79-879 relating to appropriate relationships with students.

■ **Prior Learning Act**

Effective Date

(Sections 20-25 of LB 937) July 18, 2026

Sections 20-25 of LB 937 represent the modified provisions of LB 1164 (Lonowski). This portion of LB 937 creates the Prior Learning Act. The new law:

[E]xpands learning opportunities for Nebraska’s high school students, reducing unnecessary barriers to degree completion and saving students time and money. It establishes a clear, statewide framework for approving prior learning examinations and cut scores. By requiring transparent, publicly posted policies and consistent reporting, the bill promotes predictability for students and families.⁴²

By September 1, 2026, the Coordinating Commission for Postsecondary Education must, in consultation with Nebraska public postsecondary institutions, approve a list of prior learning examinations and the cut score for each examination. The list must include commonly recognized prior learning examinations, including, but not limited to:

- (a) Prior learning examinations that are associated with participation in high school courses specifically designed to prepare students for such examinations;
- (b) Prior learning examinations that are associated with participation in high school courses using international curriculum frameworks;
- (c) Prior learning examinations that are not associated with high school courses endorsed by the provider of the prior learning examination; and
- (d) Prior learning examinations that assess and certify foundational workplace skills and are not associated with a specific high school course.

Notes: “Cut score” is defined as the minimum score an individual is required to achieve on a prior learning examination to receive postsecondary credit from a Nebraska public postsecondary institution.

⁴² Statement of Intent, LB 1164, One Hundred Ninth Legislature, Second Session, 2026.

“Prior learning examination” is defined as a postsecondary level examination approved by the Commission to assess whether a student, prior to taking a postsecondary course, has already obtained knowledge and skills at a level substantially similar to what is expected from a student who has successfully completed a postsecondary course on the same subject.

Setting Cut Scores

The Commission must, in consultation with Nebraska public postsecondary institutions, set cut scores in a manner consistent with national practices and must utilize recommendations for cut scores contained in any comprehensive guide maintained by a national organization recognized for expertise on the topic of appropriate cut scores for prior learning examinations in the context of awarding postsecondary academic credit.

The Commission must, in consultation with Nebraska public postsecondary institutions, update the list of prior learning examinations and cut scores as necessary to provide options for students while maintaining the academic integrity of these institutions.

The Commission must post and maintain the list of prior learning examinations and cut scores on the Commission’s website in a location accessible to prospective postsecondary students and families.

Awarding Academic Credit

By October 1, 2026, each Nebraska public postsecondary institution must develop and implement written policies and procedures for awarding academic credit based on prior learning examinations. The policies and procedures must:

- (a) Except as otherwise noted below, award academic credit to students for each distinct prior learning examination for which the student met or exceeded the cut score;
- (b) Prioritize application of credit toward courses that meet general education, major, or degree requirements over application of credit towards courses that are elective for the student;
- (c) Establish the process through which credits awarded would be recorded on transcripts and transferred to other Nebraska public postsecondary institutions; and
- (d) Ensure that policies and procedures are publicly posted on the institution’s website in a location accessible to prospective students and families.

With approval from the Commission, a Nebraska public postsecondary institution may require a higher minimum score than the cut score approved by the Commission if the chief academic officer of the institution determines, based on evidence of student performance or course success rates, that a higher score is necessary for success in a specific course or sequence.

By October 15, 2026, each Nebraska public postsecondary institution must submit its adopted policies and procedures to the Commission. The Commission must compile all policies and procedures and post a statewide summary on the Commission’s website, including the justification for any higher minimum score requirements approved by the Commission.

Annual Report

By December 31, 2028, and by December 31st of each even-numbered year thereafter, each Nebraska public postsecondary institution must submit data to the commission, including:

- (a) The number of students awarded academic credit based on prior learning examinations during the two preceding academic years; and
- (b) The total number of academic credits awarded based on prior learning examinations during the two preceding academic years.

The commission must post the data on the commission's website.

By December 31, 2029, the commission must analyze the prior learning examination cut score policies and procedures of each Nebraska public postsecondary institution and the research used by each Nebraska public postsecondary institution in determining the level of credit and the number of credits provided for each prior learning examination qualifying score and file a report that includes findings and recommendations to the Education Committee of the Legislature.

Each Nebraska public postsecondary institution must provide the commission with the data necessary to conduct the analysis. Data must be provided, analyzed, and posted in a manner that complies with the federal Family Educational Rights and Privacy Act of 1974, as the act existed on January 1, 2026. The commission may request the assistance of the Nebraska Statewide Workforce and Education Reporting System for analysis and reporting.

■ Cybersecurity	<i>Effective Date</i>
(Sections 13-14, 26-31 of LB 937)	July 18, 2026

LB 937 includes the modified provisions of LB 599, introduced by Senator DeBoer in 2025 on behalf of the ESUCC (council), and creates the K-12 Education Cybersecurity Act (Act).

The council is required to serve as the statewide point of contact for implementation of the Act. The council must facilitate, support, and coordinate cybersecurity initiatives across ESUs and schools (both public and private), with an emphasis on fostering partnerships, aligning statewide strategies, and encouraging the leveraging of multiple funding sources to sustain the initiatives.

Implementation Coordinator

The council must assign an implementation coordinator to support ESUs for the local implementation of the Act. The coordinator must:

- (a) serve as a liaison between NDE, ESUs, the Chief Information Officer,⁴³ and other key partners;

⁴³ The Chief Information Officer, in partnership with the University of Nebraska, is assigned to develop and maintain a statewide, multipurpose, high capacity, scalable telecommunications network to be called Network Nebraska. Neb. Rev. Stat. § 86-5,100.

- (b) facilitate statewide alignment and collaboration on cybersecurity priorities and activities, including partnerships with other governmental entities, higher education institutions, and private sector organizations;
- (c) support ESUs in interpreting readiness assessments and translating results into action plans;
- (d) provide training and support for cybersecurity tools, cybersecurity frameworks, and cybersecurity best practices tailored to K-12 grade education context;
- (e) help organize statewide or regional training opportunities, technical assistance, and knowledge-sharing events;
- (f) assist in monitoring progress toward statewide cybersecurity goals in order to ensure transparency and accountability; and
- (g) identify and promote opportunities to braid state, federal, and private funds to maximize resources.

ESUs would be responsible for the direct implementation of cybersecurity support and services for schools within their service areas, including assisting schools with readiness assessments and tool adoption.

The Program

NDE is required, in coordination with the council and subject to available funding, to develop and administer a program to provide funding for the purchase of cybersecurity products and services for use in schools and ESUs. The program must be designed to:

- (a) Address statewide and local cybersecurity priorities identified through readiness assessments;
- (b) Encourage cost-effective purchasing through shared procurement models, public-private partnerships, and the leveraging of multiple funding streams; and
- (c) Support both immediate cybersecurity needs and long-term cybersecurity capacity building.

The program must include:

- (a) The process for application by and requirements for governing boards to obtain funding for the Act, including deadlines for meeting the requirements to receive funding;
- (b) The process of (i) application review and scoring by the Commissioner of Education, the coordinating council director, and the Chief Information Officer, and (ii) approval by NDE. Scoring and review of applications must include criteria that prioritizes higher-need applications or proposals that demonstrate regional collaboration;
- (c) The creation of distribution methods and requirements for funding disbursement, including (i) the calculation of funding for each school and ESU (as noted below) and (ii) how a

school or ESU may receive or access funding, which may include via a consortium⁴⁴ or otherwise, as established in rules and regulations adopted and promulgated by the State Board of Education in consultation with the council and the Chief Information Officer;

- (d) The creation of consortiums for access to funding under the Act, including, but not limited to, the eligibility requirements and process for a governing board to join a consortium. The program must allow for the creation of as many consortiums as are necessary to facilitate compliance with the Act and to incentivize shared purchasing agreements to maximize buying power;
- (e) The requirement that governing boards complete an annual cybersecurity readiness assessment as noted below;
- (f) The creation, in consultation with the Chief Information Officer, of a list of approved cybersecurity products and services in a tiered system that (i) aligns with nationally recognized frameworks, (ii) includes cost-effective options for small or rural schools, and (iii) may be updated annually to reflect the emerging threats and technologies; and
- (g) Braided funding approaches, allowing schools and ESUs to combine state funding under the Act with federal grants, local resources, and private contributions, as long as the funding is used in compliance with the approved product and service list.

Eligibility

A governing board would be eligible for funding for use on approved cybersecurity products and services in an amount calculated by the Commissioner of Education if the governing board:

- (a) submits evidence that the governing board has completed the annual cybersecurity readiness assessment as provided below,
- (b) submits evidence that the governing board has adopted a cybersecurity policy and cybersecurity framework consistent with the model policy and framework developed by NDE, and
- (c) provides any other additional information required by NDE to demonstrate alignment with the goals of the Act.

Amount of Funding

The Commissioner of Education, in coordination with the coordinating council director, must annually calculate the amount of funding each governing board may receive or access under the rules and regulations adopted and promulgated by the State Board of Education in consultation with the council. Funding allocations may be adjusted based on readiness assessment results, risk level, and demonstrated financial need. NDE must use funds from the State Department of Education Improvement Grant Fund to carry out the Act.

⁴⁴ “Consortium” is defined as a group of schools joined together for purposes of receiving funding pursuant to the K-12 Education Cybersecurity Act for use in purchasing and providing cybersecurity products and services for such schools that is facilitated by an educational service unit.

Model Policy and Framework

NDE must, in consultation with the coordinating council director and the Chief Information Officer, and subject to available funding, develop a model cybersecurity policy and cybersecurity framework⁴⁵ based on nationally recognized best practices for K-12 grade education cybersecurity. The policy and framework must (i) define tiered levels of cybersecurity readiness, (ii) include criteria for determining risk levels and priority needs, and (iii) support alignment with both state and federal cybersecurity guidance.

Each governing board must adopt a policy consistent with the model policy and framework in order to be eligible to receive funding under the Act.

Cybersecurity Readiness Assessment

NDE must, in consultation with the coordinating council director and the Chief Information Officer, and subject to available funding, purchase or develop a standardized cybersecurity readiness assessment for use by schools and ESUs. The assessment must be used to (i) determine the school's readiness tier placement in the cybersecurity framework, (ii) provide actionable recommendations for addressing identified vulnerabilities, (iii) inform funding priorities, and (iv) allow aggregation of statewide data to guide strategic planning and resource allocation.

Each governing board must annually complete the cybersecurity readiness assessment to be eligible for funding under the Act. The assessment must be provided at no cost to each school and ESU, and results must be used by the council to measure progress over time and inform continuous improvement efforts.

LB 940	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Murman	Education	None	Prohibit certain color additives in school meals

Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 47-0
Effective Date: July 18, 2026

Senator Murman described LB 940 as a “simple bill”. At the public hearing held on January 20, 2026, Senator Murman explained that the bill:

[P]rohibits a small list of petroleum-based artificial food dyes from being used in school-provided meals. ... It's important to note that West Virginia, California, Delaware, and Utah have all passed very similar or identical legislation. So, this is a growing movement that has bipartisan support.⁴⁶

⁴⁵ “Cybersecurity framework” is defined as a structured set of guidelines or standards that are used by a governing board to identify, assess, and manage such governing board's readiness for cybersecurity threats.

⁴⁶ Hearing Transcripts, LB 940, Education Committee, January 20, 2026, p. 79.

LB 940 provides that, by August 1, 2027, no public elementary or secondary school may offer or make available to any student any food served as a part of a school meal that contains any of the following color additives as referred to by the U.S. Food and Drug Administration in the federal Regulatory Status of Color Additives as the list existed on January 1, 2026:

- Blue No. 1;
- Blue No. 2;
- Green No. 3;
- Red No. 40;
- Yellow No. 5; and
- Yellow No. 6.

LB 966	<i>Sponsor</i> Cavanaugh, M.	<i>Committee</i> Education	<i>Priority</i> Hunt	<i>Subject</i> Adopt the Hunger-Free Schools Pilot Program
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Approved by Governor: April 16, 2026
Passed on Final Reading: April 10, 2026; 38-11
Effective Date: July 18, 2026

LB 966 creates the Hunger-Free Schools Pilot Program, which would exist for school years 2026-27 through 2031-32.

Any qualified school may apply to participate in the pilot program. A qualified school is a school that is participating in the school breakfast program, the national school lunch program under the federal Child Nutrition Act, or the federal Richard B. Russell National School Lunch Act, and does not serve free meals to all students under the community eligibility provision.

NDE is required to annually select schools to participate in the pilot program from applicant qualified schools. To receive funding under the pilot program, a participating school must:

- (a) Serve eligible meals through any school breakfast program or school lunch program operated by the school during the school day; and
- (b) Submit information regarding the number of eligible meals served in a manner prescribed by NDE.

NDE must annually reimburse each participating public school from the Hunger-Free Schools Cash Fund and each participating nonpublic school from the General Fund a portion of the cost of each eligible meal served by the school during the second preceding school fiscal year in an amount equal to the difference between the federal reimbursement rate for a free meal and the federal reimbursement rate for a reduced-price meal for each eligible meal. The calculation of the reimbursement for each eligible meal would be based on the federal reimbursement rates for a school breakfast or a school lunch as applicable to the eligible meal.

NDE is required to study the efficacy of the Hunger- Free Schools Pilot Program and the impact on academic and behavioral performance of students involved in the program. The study must:

- (a) Examine the performance of students attending participating schools;
- (b) Include data beginning with school year 2026-27 and ending with school year 2031-32; and

- (c) Be conducted in a manner that protects the identity of students and complies with state and federal privacy laws.

Note: The Cash Fund will consist of money transferred to the fund by the Legislature, and money donated as gifts, bequests, or other contributions from public or private entities.

LB 1022	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Murman	Education	None	Eliminate the human relations training requirement for obtaining certificates and permits for teaching, providing special services, or education administration

Approved by Governor: April 16, 2026
Passed on Final Reading: April 10, 2026; 37-12
Effective Date: July 18, 2026

In his opening statement at the public hearing for LB 1022 on January 27, 2026, Senator Murman said that we should “look at ways to knock down barriers to getting into the field.”⁴⁷ LB 1022 sought to remove barriers to obtaining an educator certificate or permit by eliminating the state’s human relations training requirement.

No one appeared in person to oppose the legislation at the public hearing, but a significant movement to oppose the bill occurred during floor debate. The measure narrowly advanced from General File and Select File.⁴⁸ The main objection was that the bill eroded the qualifications necessary, or thought necessary, to become a teacher.

A compromise was reached when the measure had already advanced to Final Reading. The bill was returned to Select File for specific amendment, which was adopted, and LB 1022 was re-advanced to Final Reading.

As passed and signed into law, LB 1022 maintains the required human relations training, except as it pertains to:

- (a) an applicant for a Nebraska substitute teacher’s certificate,
- (b) for a military spouse,⁴⁹ or
- (c) an applicant who holds a certificate or permit from another state.

⁴⁷ Hearing Transcripts, LB 1022, Education Committee, January 27, 2026, p. 91.

⁴⁸ LB 1022 advanced to Select File on February 10, 2026 by a 28-7 vote. The bill advanced to Final Reading on February 20, 2026 by a 25-3 vote.

⁴⁹ “Military spouse” is defined as the spouse of an active duty service member in the armed forces of the United States. Neb. Rev. Stat. § 38-118.01.

LB 1236	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Executive Board	Executive Board	Speaker	Change provisions relating to publication, printing, and distribution of legislative journals, session laws, and statutes and publication of the Constitution of Nebraska

Approved by Governor: April 14, 2026
Passed on Final Reading: April 9, 2026; 49-0 with E Clause
Effective Date: January 1, 2027

LB 1236 will harmonize laws governing the compilation, publication, printing, and distribution of the Legislative Journal, session laws, and statutes of Nebraska. Currently, these responsibilities are divided among multiple entities, including the Secretary of State and the Supreme Court, leading to potential inefficiencies in workflow and oversight.

LB 1236 will centralize these duties primarily under the Clerk of the Legislature, who is best positioned to manage legislative documents given their direct role in the legislative process. By consolidating these functions within the legislative branch, the measure aims to improve efficiency, reduce administrative burdens on other branches of government, and ensure timely access to legislative materials for public officials, libraries, and the public.

The bill provides a process for political subdivisions, agencies, and librarians to request up to a certain number of copies of session laws and journals from the Clerk of the Legislature's office.

II. Legislation that Became Law Without the Governor’s Signature

LB 1237	<i>Sponsor</i>	<i>Committee</i>	<i>Priority</i>	<i>Subject</i>
	Executive Board	Executive Board	Executive Board	Prohibit bringing weapons or prohibited substances into the State Capitol

Passed on Final Reading: April 10, 2026; 45-4
Effective Date: July 18, 2026

On April 16, 2026, Governor Pillen announced in a letter to the Legislature that he would allow LB 1237 and its companion appropriation bill, LB 1237A, to become law without his signature. The letter stated in part:

Pursuant to Article IV, Section 15 of the Nebraska Constitution, I have allowed LB1237 and LB1237A to become law without my signature. While I believe this bill is a well-intentioned measure to enhance the security of the Nebraska State Capitol, I cannot in good conscience place my signature and approval on a bill which I believe unnecessarily disrupts a long tradition of allowing for the open and secure expression of one of our most important Constitutional rights—the Second Amendment—in the very building in which those rights frequently have come under attack.

I share the Legislature's abiding commitment to ensuring our Capitol is safe and secure, both for the people who work there and the thousands who visit, especially the many young children who brighten the building with their exploration of its vast spaces and history. My team and I will continue to work in partnership with the other branches of state government to be stewards of Capitol security, and I hope that other policies *[sic]* and steps—including, but not limited to, additional well-trained and armed security and State Patrol personnel—will be a focus on future enhancements to our comprehensive security plans.

LB 1237 was the “product of consultations between the legislative, executive, and judicial branch leadership in consultation with the Nebraska State Patrol regarding the need for appropriate security measures to be considered and implemented to ensure that all Nebraska residents are able to enjoy the State Capitol and participate safely and fully in all governmental functions carried out within the building.”⁵⁰

LB 1237 prohibits a person from knowingly entering or attempting to enter the State Capitol while in possession of a weapon or prohibited substance. A violation of the new law would constitute a Class III misdemeanor.⁵¹

- (a) “Prohibited substance” is defined as an explosive, incendiary, or other combustible device; hazardous materials; or paint or spray paint; and
- (b) “Weapon” means any:

⁵⁰ Statement of Intent, LB 1237, One Hundred Ninth Legislature, Second Session, 2026.

⁵¹ Maximum penalty is three months imprisonment, or \$500 fine, or both. Neb. Rev. Stat. § 28-106.

- (i) Firearm; or
- (ii) Knife with a blade over 3.5” in length and which, in the manner it is used or intended to be used, is capable of producing death or serious bodily injury.

Exceptions

The new law would not apply to:

- (a) A person who has received prior approval from the Nebraska State Patrol;
- (b) The possession of a weapon by a law enforcement officer, who is acting in the course of his/her official duties;
- (c) The carrying of a concealed handgun by a qualified law enforcement officer or qualified retired law enforcement officer pursuant to the federal conceal carry laws;⁵² or
- (d) The carrying of a concealed handgun by an individual holding a current and valid permit to carry a concealed handgun issued pursuant to the Nebraska Concealed Handgun Permit Act.⁵³

Procedures

The Nebraska State Patrol is required to, no later than January 1, 2027, implement procedures to ensure the State Capitol is secure and provide for the detection of weapons and prohibited substances to prevent such things from being brought into the State Capitol.

⁵² 18 U.S.C. 926B or 926C, respectively, as such existed on January 1, 2026.

⁵³ Neb. Rev. Stat. §§ 28-1201 to 28-1212.04.

III. Interim Study Resolutions

Business and Labor Committee

LR436 (Kauth) Interim study to review regulations for professional employer organizations

PURPOSE: The purpose of this resolution is to propose an interim study to review regulations for professional employer organizations. The study shall be conducted to meet the requirements of section 84-948 and the Occupational Board Reform Act. The study shall include an examination of the requirements of the Professional Employer Organization Registration Act.

Education Committee

LR389 (Conrad) Interim study to examine educational opportunities and services available to deaf and hard of hearing elementary students in Nebraska

PURPOSE: The purpose of this resolution is to propose an interim study to examine educational opportunities and services available to deaf and hard of hearing elementary students in Nebraska.

The study shall include, but not be limited to, an examination of the following:

- (1) The availability of teachers trained in deaf education and related support personnel in school districts and educational service units;
- (2) Access for elementary students to communication supports and accommodations, including sign language interpretation, captioning services, assistive listening technologies, and language development services;
- (3) Early language and literacy development outcomes for deaf and hard of hearing elementary students;
- (4) Coordination among school districts, educational service units, early intervention programs, and families to support language acquisition and educational success;
- (5) Professional development opportunities for educators serving deaf and hard of hearing students; and
- (6) Geographic or regional disparities in the availability of services, particularly in rural areas of the state.

In conducting this interim study, the Education Committee of the Legislature shall seek input from parents and families of deaf and hard of hearing students, educators, specialists in deaf education, educational service units, and relevant state agencies.

LR406 (Hughes) Interim study to examine the special fund for sites and buildings that public school boards or public boards of education may establish within their school district

PURPOSE: The purpose of this resolution is to propose an interim study to examine the special fund for sites and buildings, also known as the special building fund, that public school boards or public boards of education may establish within their school district.

The study shall include, but need not be limited to:

- (1) An analysis of the current purposes the funds are used for; and
- (2) An analysis of the current tax levy limit for these funds.

LR440 (Hughes) Interim study to examine the identification, evaluation, and effectiveness of reading screeners approved by the State Department of Education and utilized by school districts, and to examine whether improvements to screening practices should precede consideration of student retention at the third-grade level

PURPOSE: The purpose of this resolution is to propose an interim study to examine the identification, evaluation, and effectiveness of reading screeners approved by the State Department of Education and utilized by school districts, and to examine whether improvements to screening practices should precede consideration of student retention at the third-grade level.

The Nebraska Reading Improvement Act requires school districts to administer approved reading assessments to students in kindergarten through grade three to identify reading deficiencies. The State Department of Education currently approves multiple reading screeners for use by school districts, with variation in appropriateness, technical adequacy, and usability.

A January 2026 psychometric review of reading screeners found that many approved or considered screeners only partially met expectations or required additional evidence in key areas such as classification accuracy, reliability, validity, and fairness. Concerns were identified regarding outdated norms, inconsistent cut scores, lack of classification consistency evidence, and variability in how screeners measure foundational reading skills across grade levels.

Accurate and reliable identification of students with reading deficiencies is critical to ensuring appropriate intervention and instructional support. Reading intervention teachers rely on screening data to provide targeted instruction, and the effectiveness of such interventions depends on the quality and precision of the screening tools utilized.

Policymakers are considering strategies related to student retention at the third-grade level based on reading proficiency, which underscores the importance of ensuring that identification systems are valid, reliable, and equitable prior to implementing retention policies. It is in the best interest of the state to ensure that reading screening systems are evidence-based, consistent across districts, and aligned with best practices in literacy assessment and instruction.

The study shall include, but not be limited to, the following:

- (1) Identifying the current reading screeners approved by the State Department of Education and utilized by school districts across the state;
- (2) Examining the appropriateness, technical adequacy, and usability of such screeners, including but not limited to validity, reliability, classification accuracy, fairness, and alignment with Nebraska academic standards;
- (3) Evaluating whether alternative or improved reading screening programs or tools are available that may better identify students with reading deficiencies;
- (4) Analyzing the extent to which current screening tools provide actionable data for reading intervention teachers and support effective instructional decisionmaking;
- (5) Determining whether improvements to reading screening systems and early intervention practices should be implemented prior to the adoption or expansion of third grade reading retention policies;
- (6) Reviewing national best practices and evidence-based approaches to early literacy screening and intervention; and
- (7) Identifying both statutory and nonstatutory solutions, including potential legislative changes, administrative actions, professional development needs, and resource allocations necessary to improve reading screening and intervention outcomes.

In conducting this interim study, the Education Committee of the Legislature may confer with stakeholders, including, but not limited to: Elementary and secondary educators and reading intervention teachers; paraeducators; postsecondary educators with expertise in literacy and assessment; staff from the State Department of Education; school administrators; school board members; members of the State Board of Education; and members of the Legislature to identify challenges, evaluate current practices, and develop recommendations.

LR455 (Juarez) Interim study to examine recruitment, retention, and professional recognition of prekindergarten, elementary, and secondary educators

PURPOSE: The purpose of this resolution is to propose an interim study to examine recruitment, retention, and professional recognition of prekindergarten, elementary, and secondary educators.

Educators are essential to the academic success, workforce readiness, and civic development of students in the state. Meanwhile, school districts are experiencing ongoing challenges in recruiting and retaining qualified educators, including teachers, faculty, and support staff. Educators have reported feeling undervalued as professionals, citing concerns related to compensation, benefits, workplace conditions, administrative burdens, and the overall respect and recognition afforded to the profession. Increased workloads, emotional demands, student behavioral challenges, and safety concerns contribute to educator burnout and attrition. Contract negotiations and, in some cases, failed negotiations between educators and employers may further impact morale, retention, and the stability of educational environments. State and federal educational mandates, compliance requirements, and administrative expectations may contribute to increased burdens on educators and reduce the

time available for instruction and student engagement. Shortages of qualified educators, including substitute teachers and paraeducators, place additional strain on existing staff and impact the quality of education delivered to students. Improving educator recognition, professional respect, and working conditions is essential to strengthening Nebraska's education system and ensuring long-term student success.

The study shall include, but not be limited to, an examination of:

- (1) Factors contributing to educator shortages and challenges in recruitment;
- (2) Causes of educator demoralization and attrition, including burnout, workload, and workplace conditions;
- (3) Compensation structures, including salaries and benefits, and the competitiveness of such salaries and benefits regionally and nationally;
- (4) The impact of student behavior, discipline policies, and classroom management challenges on educator retention;
- (5) Administrative burdens, educational mandates, and compliance requirements affecting educator workload;
- (6) The impact of contract negotiations, including failed negotiations, on educator morale and retention;
- (7) School safety concerns and their effect on educator well-being;
- (8) Availability of resources, funding structures, and out-of-pocket expenses incurred by educators;
- (9) Strategies to improve professional recognition, respect, and public perception of educators;
- (10) Evidence-based practices and policies from other states that successfully improve educator recruitment, retention, and job satisfaction; and
- (11) Strategies the state and school districts may implement to mitigate educator burnout, improve workplace conditions, and incentivize long-term retention in the profession.

LR463 (Lonowski) Interim study to analyze data from learning community schools to investigate the return on investment

PURPOSE: The purpose of this resolution is to propose an interim study to analyze data from learning community schools to investigate the return on investment.

The study shall include, but not be limited to, the following:

- (1) Compiling and summarizing statutes related to learning communities;
- (2) Identifying funding streams related to learning communities and the amount of money received by the existing learning community and its member school districts;

- (3) Identifying how the money received by the existing learning community and its member school districts is being spent and determine if such funding continues to be necessary;
- (4) Determining if state aid could be removed so that the rest of the state is not funding learning communities;
- (5) Reviewing all community achievement plans approved by the State Board of Education and all reports on the success of the plans and evaluation results;
- (6) Identifying existing goals for learning communities and determining if the existing learning community and its member school districts are achieving such goals;
- (7) Identifying any required measurable outcomes;
- (8) Determining if any measurable progress has been made toward closing the learning gaps by subgroups for achievement equity;
- (9) Examining outside accountability mechanisms and how they can be enhanced; and
- (10) Analyzing the use of nonprofit organizations by the existing learning community and the contribution of such organizations to the goals of such learning community.

LR465 (Murman) Interim study relating to school policies on student surveys and the involvement of parents, guardians, and educational decisionmakers

PURPOSE: The purpose of this resolution is to propose an interim study relating to school policies on student surveys and the involvement of parents, guardians, and educational decisionmakers. The study shall include the implementation and effects of Laws 2025, LB428, relating to the administration of mental health surveys to students and the right of parents, guardians, and educational decisionmakers to remove children from such surveys.

LR466 (McKinney) Interim study to examine the prevalence, causes, and impacts of suspension and other exclusionary discipline practices affecting elementary school students

PURPOSE: The purpose of this resolution is to propose an interim study to examine the prevalence, causes, and impacts of suspensions and other exclusionary discipline practices affecting elementary school students, and to identify the resources, policies, and supports necessary to reduce or eliminate such practices.

This study shall include, but not be limited to, an examination of:

- (1) Current state and local policies governing suspensions and expulsions for students in elementary school;
- (2) The frequency, demographic breakdown, and geographic distribution of such disciplinary actions;
- (3) The short-term and long-term impacts of early exclusionary discipline on student outcomes, including academic achievement, behavioral development, and involvement in the juvenile justice or child welfare systems;

- (4) The availability and effectiveness of alternative disciplinary approaches, including restorative practices, behavioral interventions, trauma-informed care, and school-based mental health supports;
- (5) The capacity of school districts, educators, and support staff to implement developmentally appropriate behavioral interventions;
- (6) What school districts are doing to address the needs of students that may be suspended;
- (7) Workforce needs related to this issue, including access to school psychologists, social workers, behavioral specialists, and other support personnel;
- (8) Funding structures and resource gaps at the state and local levels;
- (9) Best practices from other states that have limited or prohibited suspensions in early elementary grades; and
- (10) The feasibility of establishing statewide standards, funding mechanisms, and accountability measures to support schools in reducing reliance on exclusionary discipline for students while maintaining safe and supportive learning environments.

LR472 (Clouse) Interim study to examine federally funded Head Start Preschool and Early Head Start programs and to provide state policy recommendations in support of such programs

PURPOSE: The purpose of this resolution is to propose an interim study to examine federally funded Head Start Preschool and Early Head Start programs and to provide state policy recommendations in support of such programs. Head Start Preschool provides high-quality early childhood education and wraparound services for preschoolers to promote school readiness and healthy development. Early Head Start provides high-quality early childhood education and wraparound services for infants, toddlers, expectant parents, and families to enhance healthy development, pregnancy, and postpartum recovery.

The study shall include, but not be limited to, the following:

- (1) A comprehensive overview of the services, impact, and access to Head Start Preschool and Early Head Start programs in Nebraska;
- (2) An overview of the federal and state history of Head Start Preschool and Early Head Start programs;
- (3) An overview of the structure and operation of Head Start and Early Head Start programs, including the supporting role of the Nebraska Head Start Collaboration Office and other state governmental bodies and associations;
- (4) An inventory of the federal funding sources for Head Start Preschool and Early Head Start programs;
- (5) An examination of staffing challenges affecting Head Start Preschool and Early Head Start programs and their ability to provide services to young children and families;

- (6) An examination of compliance with federal law regarding Head Start Preschool and Early Head Start background checks; and
- (7) A review of approaches in other states to support Head Start Preschool and Early Head Start programming.

Health Committee

LR381 (Fredrickson) Interim study to examine the feasibility, effectiveness, and safeguards associated with implementing universal youth mental health screenings in public schools

PURPOSE: The purpose of this resolution is to propose an interim study to examine the feasibility, effectiveness, and safeguards associated with implementing universal youth mental health screenings in public schools. Students continue to experience rising rates of anxiety, depression, and behavioral health challenges, and early identification may improve access to timely intervention and support. Implementation of screenings must address workforce capacity, parental consent, student privacy, referral systems, and equitable access to follow-up services.

Universal youth mental health screenings may offer opportunities to identify concerns before they escalate into crisis situations, improve academic engagement, and reduce disciplinary involvement. Ensuring that any screening framework is evidence-based, transparent, and appropriately resourced is critical to protecting students and maximizing positive outcomes.

This study shall include, but not be limited to, the following:

- (1) Assessment of the current landscape of youth mental health supports within Nebraska schools, including the availability of counselors, school psychologists, social workers, and partnerships with community behavioral health providers;
- (2) Evaluation of evidence-based mental health screening models, including universal and targeted approaches, and their documented outcomes in comparable states;
- (3) Analysis of workforce capacity across urban and rural school districts, including staffing ratios, training needs, and shortages that may impact implementation;
- (4) Examination of parental consent procedures, student assent practices, and compliance with state and federal student privacy laws, including protections under the Family Educational Rights and Privacy Act;
- (5) Review of referral pathways and follow-up services to determine whether adequate community-based treatment capacity exists to support students who screen positive for mental health needs;
- (6) Evaluation of potential disparities in access, outcomes, and discipline-related consequences to ensure equitable implementation across race, disability status, and geographic region;

- (7) Estimation of fiscal impacts, including costs associated with screening tools, training, staffing, data systems, and potential funding sources such as Medicaid reimbursement or state grant programs; and
- (8) Identification of best practices, implementation safeguards, and policy options, including pilot programs or voluntary statewide guidelines.

LR382 (Fredrickson) Interim study to examine issues related to play therapy access in Nebraska

PURPOSE: The purpose of this resolution is to propose an interim study to examine issues related to play therapy access in Nebraska. Play therapy is a well-established and evidence-based mental health intervention that is particularly effective with young children.

The study shall include, but not be limited to, the following:

- (1) An examination of the current evidence regarding the efficacy of play therapy, as well as any proven outcomes for children;
- (2) An overview of the challenge of access to play therapy for families in need;
- (3) A review of current regulations regarding play therapy in the state;
- (4) A lookback on difficulties in the state regarding billing for play therapy;
- (5) An examination of required education and credentials to offer play therapy;
- (6) Research on how other states approach play therapy as a modality;
- (7) A review of potential statutory or administrative changes to support play therapy in Nebraska; and
- (8) A determination of whether additional state funding is needed to support such changes.

LR404 (Rountree) Interim study to examine Nebraska statutes and the processes relating to the developmental disability and the aged and disabled waivers and the tools used to assess developmental disabilities

PURPOSE: The purpose of this resolution is to propose an interim study to examine Nebraska statutes and the processes relating to the developmental disability and the aged and disabled waivers and the tools used to assess developmental disabilities.

The study shall include, but is not limited to, an examination of:

- (1) Recent eligibility requirements and caps placed on the waivers administered by the Department of Health and Human Services;
- (2) Assessment tools used by the department to determine the level of need for individuals with developmental disabilities and the effects of the change in assessment tools;
- (3) The ways in which individuals with disabilities may benefit from transitioning to a section 1634 status under the Social Security Act for medicaid eligibility determinations; and

- (4) The use of algorithm-based assessment processes for evaluation of disabilities and other medical needs by the department.

Government Committee

LR429 (Clouse) Interim study to evaluate the compensation of members of the governing bodies of political subdivisions

PURPOSE: The purpose of this resolution is to propose an interim study to evaluate the compensation of members of the governing bodies of political subdivisions. The study shall focus on how often such members vote to increase their own wages and rules and regulations in place regarding such votes.

Retirement Committee

LR372 (Retirement Committee) Interim study to examine the Nebraska Public Employees Retirement Systems administered by the Public Employees Retirement Board

PURPOSE: The purpose of this resolution is to propose an interim study to examine the Nebraska Public Employees Retirement Systems administered by the Public Employees Retirement Board, including the State Employees Retirement System of the State of Nebraska, the Retirement System for Nebraska Counties, the School Employees Retirement System of the State of Nebraska, the Nebraska State Patrol Retirement System, the Nebraska Judges Retirement System, and the retirement system administered under the Class V School Employees Retirement Act. The study shall examine issues as they relate to the funding needs, benefits, contributions, and administration of each retirement system.

LR374 (Retirement Committee) Interim study to examine any issues within the jurisdiction of the Nebraska Retirement Systems Committee of the Legislature that may arise during the interim

PURPOSE: The purpose of this resolution is to propose an interim study to examine any issues within the jurisdiction of the Nebraska Retirement Systems Committee of the Legislature that may arise during the interim.

Principal's Report

Student Honors-

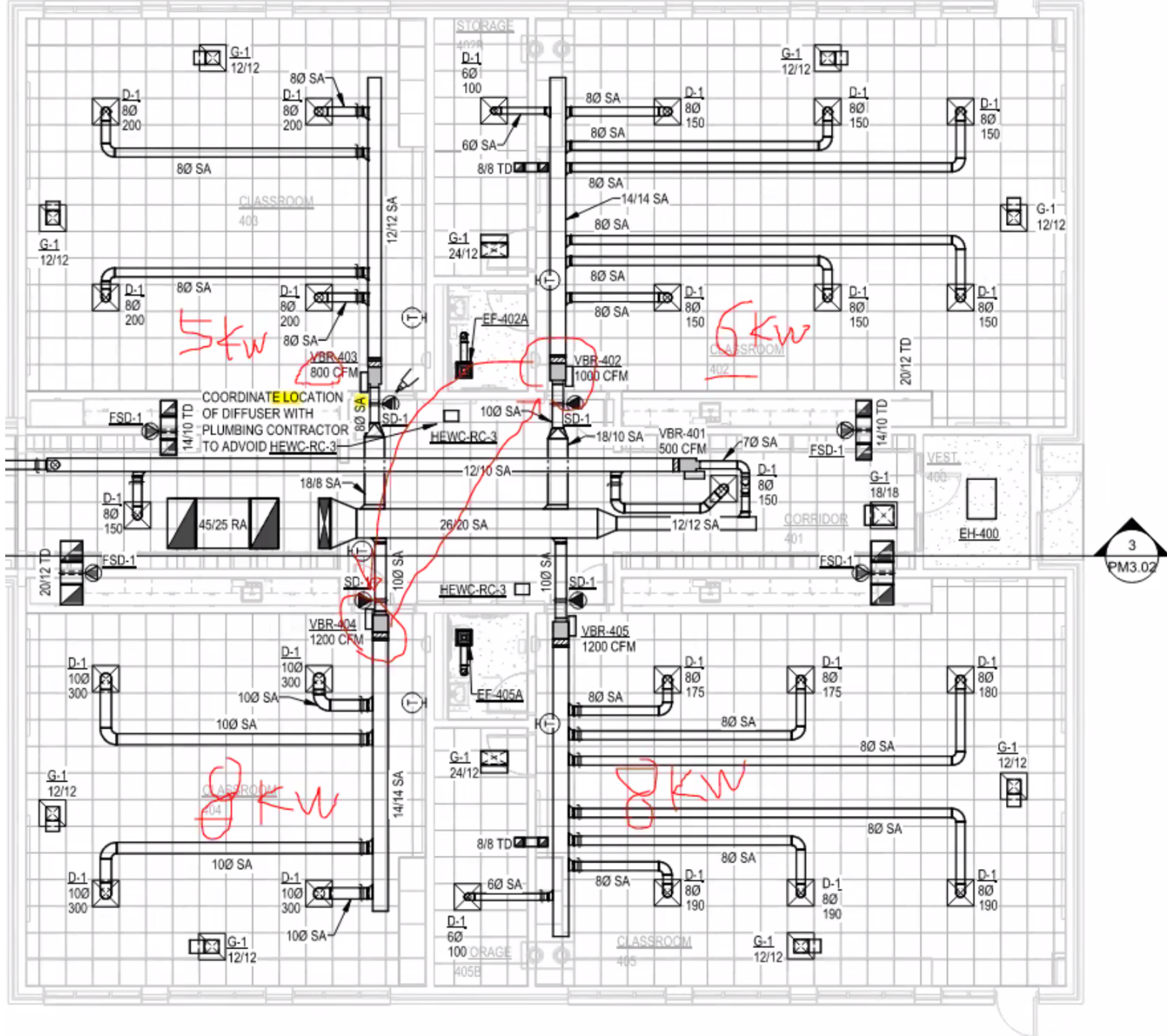
- Awards Night was successful. We have some amazing students!
<https://tinyurl.com/3efz3yrk>
- Academic Signing; 22 students received an academic scholarship from the college they will be attending. <https://tinyurl.com/3erfhtmlmc>
- Graduation is May 10 @ 2:00 p.m.
 - 30 graduates
- Art
 - The Art Show was a success! The artwork on display was amazing.
- FBLA
 - Tara Buzek
 - 2nd Place Advanced Accounting
 - 3rd Place Business Communication
 - 10th Place Public Speaking (Final)
 - Kate Haidle
 - 2nd Place Accounting
 - 6th Place Intro. to Business Communication
 - Brooks Burgess
 - 3rd Intro. to Retail and Management
 - Kali Barta and Sophie Minary
 - 8th Place Graphic Design
 - The following students won Honorable Mention awards which recognized those who placed in the top 4% of each competitive event:
 - Tara Buzek
 - Personal Finance
 - Mia Hiebner
 - Advanced Accounting

**Tara Buzek earned Who's Who in Nebraska FBLA for our chapter.

- District Music Contest

<u>EVENT</u>	<u>SOLOIST/ENSEMBLE</u>	<u>RATING</u>	
Vocal Solo	Daniel Vasquez	I	Honorable Mention
Vocal Solo	Hayden Perez	I	
Vocal Solo	Katelyn Franz	I	
Vocal Duet #1	Dente/Goertzen	I	
Vocal Solo	Alexis Inglsbee	I	
Vocal Solo	Hayden Powers	I	Honorable Mention
Vocal Trio	Katelyn Franz, Faith Hiebner, Mia Hiebner	I	Honorable Mention
Vocal Solo	Katelyn Franz	I	
Vocal Duet #1	Dente/Goertzen	I	
Vocal Solo	Alexis Inglsbee	I	
Clarinet Solo	Tara Buzek	I	
Flute Solo	Meggan Friesen	I	
Snare Solo	Braden Janzen	I	Outstanding Performer
Tuba Solo	Leo McCormick	I	
Small Instr.	Woodwind Choir	I	
Small Instr.	Brass Choir	I	
Large Instr.	Concert Band	I	
Large Instr.	Jazz Band	I	
Large Vocal	Mixed Chorus	I	
Large Vocal	Treble Chorus	I	
Large Vocal	Bass Chorus	I	

Rating Scale: I - Superior
 II - Excellent
 III - Good
 IV - Fair
 V - Poor



Project Budget(E): Starting June 20, 2024				
	Budgeted	Expended	Category	Expensed
Comprehensive Project:	\$12,307,364.00	\$12,175,068.17		
Construction: General Contractor	\$10,700,500.00	\$10,818,928.24	Hausmann PC + C&COs	\$10,818,928.24
			Contingency & Change Orders	\$637,428.24
Owner Direct:	\$1,026,000.00	\$842,423.75	Weight Room	\$356,910.48
			Training Room	\$16,797.10
			Cameras	\$88,205.25
			PA & Bells	\$3,792.36
			Doors & Security	\$57,856.77
			IT Server Room	\$48,245.50
			Classroom Phones	\$2,625.00
			Classroom Furn. & Equip.	\$82,613.40
			Office Furn. & Equip.	\$14,214.65
			Other Furn. & Equip.	\$10,149.64
			PK Outdoor	\$3,173.00
			PK Furn. & Equip.	\$17,645.66
			Displays & Sound	\$4,263.08
			Misc.	\$458.51
			Supplemental	\$135,473.35
Related Services:	\$492,464.00	\$427,606.27	Architectural & Engineering	\$388,783.27
			Legal	\$0.00
			Insurance	\$8,917.00
			Other	\$0.00
			Asbestos Abatement	\$29,906.00
Borrowing Costs:	\$88,400.00	\$86,109.91	Rating Agency	\$20,000.00
			Bond Counsel	\$13,700.00
			Paying Agent	\$750.00
			Underwriters Discount	\$47,950.00
			Election	\$3,709.91

\$12,175,068.17

\$10,818,928.24

\$50,000.00

	General Contract
PC	\$10,231,500.00
Gross PCCO	\$637,428.24
Adjusted Gross Amount	\$10,868,928.24
Adjusted Gross Amount Paid minus retainage	\$10,818,928.24
Remaining Adjusted Gross Amount minus retainage	\$0.00
Adjusted Gross Retainage	\$50,000.00
Balance To Finish	\$50,000.00
Balance To Finish	\$50,000.00

Change Order	Owner's Contingency
59	8
\$637,428.24	\$75,000.00

Project Budget(O): Starting June 20, 2024				
	Budgeted	Obligated	Category	Obligated
Comprehensive Project:	\$12,307,364.00	\$12,226,322.17		Obligated
Construction: General Contractor	\$10,700,500.00	\$10,868,928.24	Hausmann PC + C&COs	\$10,868,928.24
			Contingency & Change Orders	\$637,428.24
Supplemental Work: Owner Direct	\$1,026,000.00	\$135,473.35	Painting: North Gym 1	\$24,933.00
			Painting: Gym Floors	\$23,800.00
			Exterior Lighting	\$4,667.35
			Soffit Replacement (Green)	\$44,300.00
			Painting: Exterior 1	\$37,773.00
Pre-Planned Work: Owner Direct		\$708,204.40	Weight Room	\$358,164.48
			Training Room	\$16,797.10
			Cameras	\$88,205.25
			PA & Bells	\$3,792.36
			Doors & Security	\$57,856.77
			IT Server Room	\$48,245.50
			Classroom Phones	\$2,625.00
			Classroom Furn. & Equip.	\$82,613.40
			Office Furn. & Equip.	\$14,214.65
			Other Furn. & Equip.	\$10,149.64
			PK Outdoor	\$3,173.00
			PK Furn. & Equip.	\$17,645.66
			Displays & Sound	\$4,263.08
			Misc.	\$458.51
Related Services:	\$492,464.00	\$427,606.27	Architectural & Engineering	\$388,783.27
			Legal	\$0.00
			Insurance	\$8,917.00
			Other	\$0.00
			Asbestos Abatement	\$29,906.00
Borrowing Costs:	\$88,400.00	\$86,109.91	Rating Agency	\$20,000.00
			Bond Counsel	\$13,700.00
			Paying Agent	\$750.00
			Underwriters Discount	\$47,950.00
			Election	\$3,709.91

\$12,226,322.17

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ 495,300.00

Four hundred ninety five thousand three hundred ⁰⁰/₁₀₀ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. 1

Date 05/04/2026

And have included the provisions of these Addenda, if any, in my bid. Initials ST

Voluntary Substitutions

Products	Manufacturer	Adjustment in Bid
<u>TR2-36" trench drain</u>	<u>TUF-Tite</u>	add / <u>deduct</u> \$ <u>7,300</u>
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: Duncan Theis Construction, Inc.

(Company)

By: [Signature]

(Signature)

Date: 5/7/2026

Name: Scott Theis

Phone #: 308-224-0340

Email Address: stheis@duncantheisconstruction.com

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Duncan Theis Construction Inc.
1740 West Highway 40, Kearney, NE 68845

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Heartland Community Schools

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Heartland Community Schools East Playground
1501 Front Street, Henderson, NE 68371

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2026

[Signature]
Witness

Duncan Theis Construction Inc.
Principal (Seal)
By: [Signature], Principal
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety
By: [Signature]
Debra A. Waltemath Attorney-in-Fact



★ ★ ★ ★ ★
OLD REPUBLIC SURETY COMPANY
★ ★ ★ ★ ★

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. CHALLY, DEBRA A. WALTERMATH, JONI PAULSEN, OF KEARNEY, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JUNE, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JUNE, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0818



Signed and sealed at the City of Brookfield, WI this 4th day of May 2026

Karen J. Haffner

Assistant Secretary

BARNEY INSURANCE, INC.



DUNCTHE-01

DWALTEMATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney Insurance, Inc. 5508 Ave. N Kearney, NE 68847	CONTACT NAME: Tim Highbanks	
	PHONE (A/C, No, Ext): (308) 217-0407	FAX (A/C, No):
	E-MAIL ADDRESS: thighbanks@barneyinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Western Group	10804
INSURED Duncan Theis Construction, Inc 1740 West Highway 40 Kearney, NE 68845	INSURER B: Acadia	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPA3244895-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCA3244936-26	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Aggregate limits shown were in effect at policy inception date.

RE: Bid for Heartland Community Schools East Playground

CERTIFICATE HOLDER

CANCELLATION

Heartland Community Schools
1501 Front Street
Henderson, NE 68371

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**INVITATION TO BID
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site. The project location is Heartland Community Schools, 1501 Front St., Henderson, NE 68371. Limited access to the project site will begin during the week of May 11, 2026, with full access to the site beginning on or about May 21, 2026. Substantial completion must be achieved by August 7, 2026.
2. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.
3. **BID SUBMISSION AND OPENING.** Bids must be made on the bid form contained in the Bidding Documents. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. Bids will be received until 1:30 pm local time on May 7, 2026, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. E-mail, facsimile, electronic, or telephone bids are not allowed. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.
4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.
5. **BIDDING DOCUMENTS AND BID INSTRUCTIONS.** On and after April 15, 2026, the Bidding Documents and bid instructions may be obtained as follows:
 - a. **PDF Documents.** Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.
 - b. **Viewing Procurement and Contracting Documents.** Examine at the locations below:
 - i. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516

- ii. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
- iii. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
- iv. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
- v. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
- vi. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
- vii. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
- viii. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
- ix. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
- x. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
- xi. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104
- xii. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104

c. **Plan Room Website:** www.clarkenersen.com/plan-room

- i. Click on project title to view/download the following:
 - 1. Plan Holders List
 - 2. Addenda
 - a. Registered plan holders will still automatically receive Addenda via email.

6. **INQUIRIES.** All questions, inquiries, or requests for clarification or site inspection should be submitted in writing to planroom@clarkenersen.com.

**INSTRUCTIONS TO BIDDERS
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site.
 - A. **Scope and Nature.** Among other components, the project consists of construction of new playground facilities, including related infrastructure and/or improvements, as shown in more detail in the plans, drawings, and specifications prepared by Architect Clark & Enersen.
 - B. **Site.** Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
 - C. **Schedule.**
 - (1) Limited Access to Project Site: Week of May 11, 2026
 - (2) Full Access to Project Site: On or about May 21, 2026
 - (3) Substantial Completion: August 7, 2026

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **DEFINITIONS.**

- A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidders (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended; the Project Manual; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.
- B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect or School District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Base Bid Work described in the Bidding Documents.
 - F. The Alternate Bid (or Alternate) is the sum stated in the Bid for which the Bidder offers to perform the Work reflected for the Alternate in the Bidding Documents. On this project, the Alternate Work is in lieu of the Base Bid Work in the same locations. A Bidder may submit a Bid for the Base Bid, for the Alternative Bid, or both. A submission for the Base Bid is not required in order to submit an Alternate Bid. Notwithstanding the foregoing, all Bids must include all work where no alternatives are shown (e.g., coping, etc.).
 - G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
 - H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
3. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:
- A. The Bidder has read and understands the Bidding Documents;
 - B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
 - C. The Bid complies with the Bidding Documents;
 - D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
 - E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
 - F. The Bidder has read and understands the provisions set forth in the Bidding Documents, including without limitation the AIA A104-2017, as amended by the School District;
 - G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective

employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

- H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS.**

- A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be obtained as follows:

- (1) PDF Documents. Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.
- (2) Viewing Procurement and Contracting Documents. Examine at the locations below:
 - a. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516
 - b. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
 - c. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
 - d. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
 - e. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
 - f. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
 - g. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
 - h. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
 - i. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
 - j. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
 - k. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104

- I. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104
- (3) **Plan Room Website:** www.clarkenersen.com/plan-room
 - a. Click on project title to view/download the following:
 - a. Plan Holders List
 - b. Addenda
 - i. Registered plan holders will still automatically receive Addenda via email.
- B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing to the Architect at planroom@clarkenersen.com, and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
- C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.
- D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.
- E. Addenda will be available from the School District.
- F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- H. **Substitution of Materials.** All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES.**

A. **Preparation of Bids.**

- (1) Bids must be submitted on the forms included with or identified in the Bidding Documents.
- (2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.
- (3) Sums must be expressed in numbers unless noted otherwise on the bid form.
- (4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- (5) All requested Alternates, if any, must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
- (6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- (7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.
- (8) A Bidder shall incur all costs associated with the preparation of its Bid.

- B. **Bid Security.** The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the School District on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the School District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the

required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. Bid Submission.

- (1) Bids must be made on the bid form enclosed. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids will not be accepted.
- (2) The lower left corner of the sealed envelope should read as follows:

BID ENCLOSED
East Playground Project
Heartland Community Schools

- (3) Bids will be received until 1:30 pm local time on May 7, 2026.
- (4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.
- (5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

- (1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- (2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- (3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the

reasonable satisfaction of the School District, the Bid shall be withdrawn if allowed by the School District.

- (4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of thirty (30) days following the opening of Bids.

- 6. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

7. **CONSIDERATION OF BIDS.**

- A. **Opening of Bids.** Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 1:30 pm local time on May 7, 2026, or as soon as possible thereafter, at Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
- B. **Awarding of Bid.** The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.
- C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.
- D. **Contact with Bidders.** The School District reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.
- E. **Preference for Resident Bidder.** In accordance with NEB. REV. STAT. § 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.
- F. **Qualification of Bidders.** The School District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the School District all such information and data for this purpose as the School District may request. The School District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to

satisfy the School District that such Bidder is properly qualified to carry out the obligations of the plans or specifications and to complete the work contemplated therein.

- G. **Disqualification of Bidders.** Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:
- (1) The School District has reason to believe that Bidder has engaged in collusion.
 - (2) The Bidder being interested in any litigation against the School District.
 - (3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.
 - (4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.
 - (5) The Bidder has not been in the business for at least five years.
- H. Unless otherwise prohibited by law, the School District may accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- I. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.
- J. **Rejection Bids and Waiver of Informalities.** The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

8. **SALES AND USE TAX EXEMPTION.** The School District is exempt from any sales and use tax. See 316 NEB. ADMIN. CODE § 1-092.01. Bids shall not include, and the School District will not pay, any sales or use tax on this Project. The School District will provide the successful bidder with applicable sales tax exemption certificates upon written request.
9. **BONDS AND INSURANCE.**
- A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.
 - B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
 - C. The Contractor shall procure and maintain Commercial General Liability, Business Automobile Liability, Workers' Compensation Insurance, Employers' Liability Insurance, Commercial Umbrella/Excess Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.
 - D. The cost of such bonds and insurance must be included in the Bid.
 - E. **Time of Delivery and Form of Bonds.**
 - (1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.
 - (2) The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the School District.
 - (3) The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the School District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

- (4) The bonds shall be dated on or after the date of the Contract.
 - (5) The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
- 10. **REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.
- 11. **POST-BID INFORMATION.**
 - A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the School District:
 - (1) A designation of the Work to be performed with the Bidder's own forces;
 - (2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
 - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

- D. Persons and entities proposed by the Bidder and to whom the School District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the School District and Architect.
12. **INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection in writing to the Architect at planroom@clarkenersen.com.

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ _____

_____ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. _____, _____, _____,

Date _____, _____, _____,

And have included the provisions of these Addenda, if any, in my bid. Initials _____

Voluntary Substitutions

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment in Bid</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: _____
(Company)

By: _____ Date: _____
(Signature)

Name: _____ Phone #: _____

Email Address: _____

 AIA® Document A104® – 2017***Standard Abbreviated Form of Agreement Between Owner and Contractor***

AGREEMENT made as of the 11th day of May in the year 2026

BETWEEN the Owner:

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

and the Contractor:

TBD

for the following Project:

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

The Architect:

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Attn: Tim Ripp, AIA
(402) 477-9291
tim.ripp@clarkenersen.com

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by 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 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 by the following date: August 7, 2026.

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

Portion of Work

Substantial Completion Date

§ 2.3.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of \$ [REDACTED].

§ 3.2 The Contract Sum includes the following allowance(s):
(Identify each allowance.)

Item	Price
Contingency Allowance	\$25,000.00

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.
- (ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 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 Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold

retainage from the payment otherwise due as follows: 10%.

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

§ 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.)

Twelve Percent (12 %) per annum

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted 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 is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution and Choice of Forum

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

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 Intentionally deleted.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
§ 6.1.4 The Specifications:			

Specifications prepared by Clark & Enersen.

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

Drawings prepared by Clark & Enersen.

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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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:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

§ 7.2 The Contract

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

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or

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

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The 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, except as otherwise provided in any agreement between the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 7.7 Intentionally deleted.

§ 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 by email

to the Owner at: Jeremy Klein, Superintendent
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
jklein@heartlandschools.net

with a copy to: Coady H. Pruet, Owner's Legal Counsel
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, NE 68508
coady@ksbschoollaw.com

to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA

Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
tim.ripp@clarkenersen.com

§ 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.

§ 8.2 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. 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.

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

§ 8.4.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 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. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

§ 9.5 Taxes

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

§ 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. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses.

§ 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 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.

§ 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 defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or 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. Such obligation 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. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

§ 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 Intentionally deleted.

§ 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.

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.

§ 11.4 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 13.5 Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 13.6 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

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 may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies,

shall not be construed as intentional interference with the Contractor's performance of the Work.

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 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 Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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 Intentionally deleted.

§ 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 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 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. 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.

§ 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.

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 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.

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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .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.

The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.3 Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

§ 17.1.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial

Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 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. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 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. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 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 One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 17.1.11 The Contractor shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner as an additional insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

§ 17.1.13 The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide written 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 Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

§ 17.1.15 All of the coverage limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

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

§ 17.1.17 The Contractor must require that its subcontractors meet or exceed the minimum insurance requirements in this Contract.

§ 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 Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

§ 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.

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 Final 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 Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

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

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

§ 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:

Superintendent Jeremy Klein
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
(402) 723-4434
jklein@heartlandschools.net

§ 19.5 The Contractor's representative:

TBD

§ 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 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

§19.8 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

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

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

§ 19.10 The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such

a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

§ 19.11 The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

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

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

§ 19.14 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

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

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

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, 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 is less than all costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contract Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

§ 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 Subcontracts. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

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 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, but in any case not more than 10 years after the date of Substantial Completion of the Work or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 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.

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

OWNER (Signature)

BY: Jeremy Klein, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

BY: TBD

(Printed name and title)



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.

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Changes to original AIA text

PAGE 1

AGREEMENT made as of the 11th day of May in the year 2026

(In words, indicate day, month and year.)

(Name, legal status, address and other information)

York County School District No. 93-0096, c/k/a

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

Attn: Superintendent Jeremy Klein

(402) 723-4434

jklein@heartlandschools.net

(Name, legal status, address and other information)

(Name, location and detailed description)

East Playground Project

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(Name, legal status, address and other information)

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200

Lincoln, NE 68508

Attn: Tim Ripp, AIA

(402) 477-9291

tim.ripp@clarkenersen.com

PAGE 2

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

PAGE 3

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

(Check one of the following boxes.)

☐ ~~The~~ the date of this Agreement.

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

☐ ~~Established as follows:~~

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

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

☐ ~~Not later than () calendar days from the date of commencement of the Work.~~

☐ ~~By the following date:~~ by the following date: August 7, 2026.

§ 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~~ The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain

extensive damages and serious loss as a result of such failure.

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper 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 (\$), subject to additions and deductions as provided in the Contract Documents and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of \$~~ ~~.~~

§ 3.2.1 ~~The Stipulated Contract 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.)

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

~~includes the following allowance(s):~~

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§ 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.~~

§ 3.4.2 ~~The Contractor's Fee:~~

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

§ 3.4.3 Guaranteed Maximum Price

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

(Insert specific provisions if the Contractor is to participate in any savings.)

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

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

§ 3.4.3.3 ~~Unit Prices, if any:~~

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

§ 3.4.3.4 ~~Allowances, if any, included in the Guaranteed Maximum Price:~~

~~(Identify each allowance.)~~

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

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

~~§ 3.5 Liquidated damages, if any:~~

~~(Insert terms and conditions for liquidated damages, if any.)~~

ARTICLE 4 — PAYMENT

ARTICLE 4 PAYMENT

§ 4.1.1 Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

- (i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.
- (ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

§ 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:~~

§ 4.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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.~~

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~~(Federal, state or local laws may require payment within a certain period of time.)~~

Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for

Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 10%.

(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.)

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

Twelve Percent (12 %) per annum

§ 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~~ sis due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, or as follows: provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 5.1 Binding Dispute Resolution and Choice of Forum

~~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)*

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All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

§ 6.1.2 ~~Building information modeling exhibit, dated as indicated below:~~ Intentionally deleted.

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

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

Specifications prepared by Clark & Enersen.

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

Drawings prepared by Clark & Enersen.

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(Check all boxes that apply.)

☐ ~~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:~~

☐ ~~Supplementary and other Conditions of the Contract:~~

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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

§ 7.5 Ownership and ~~use~~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, except as otherwise provided in any agreement between the Owner and the Architect. 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.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ Instruments

of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~Intentionally deleted.

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~by email

to the Owner at: Jeremy Klein, Superintendent

Heartland Community Schools

1501 Front St.

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

Henderson, NE 68371

jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel

KSB School Law, PC, LLO

206 S. 13th St., Suite 1100

Lincoln, NE 68508

coady@ksbschoollaw.com

to the Contractor at: **TBD**

and to the Architect at: Tim Ripp, AIA

Clark & Enersen

1010 Lincoln Mall, Suite 200

Lincoln, Nebraska 68508

tim.ripp@clarkenersen.com

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.

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~~ 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.–

§ 8.4 Extent of the Owner Rights

§ 8.4.1 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

§ 8.4.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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§ 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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with

existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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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~~ The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

The Owner is exempt from any sales and use tax. See 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

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. Allowance amounts shall include the 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.

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

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§ 9.15.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents and employees, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses and expenses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees, arising and expenses, that arise out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

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~~§ 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.~~Intentionally deleted.

~~§ 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.~~

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§ 11.4 All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

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§ 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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 13.5 Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 13.6 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 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 may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or

reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

§ 14.6 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

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§ 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 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.

§ 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

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

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

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

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

§ 15.3 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~~Intentionally deleted.

§ 15.3 Applications for Payment

§ 15.3.1 Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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~~Intentionally deleted.

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§ 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

§ 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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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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.~~

~~§ 16.2.2 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.~~

~~§ 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.~~

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§ 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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,~~

- .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.

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident~~The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of

the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 17.1.3 Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

§ 17.1.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 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.

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

~~§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 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 (\$) in the aggregate~~ One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 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 (\$) in the aggregate~~ One Million Dollars (\$1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

§ 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 ~~(\$ One Million Dollars~~ (\$1,000,000) per claim and ~~(\$ One Million Dollars (\$1,000,000))~~ in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) ~~prior to commencement of the Work;~~ (2) ~~upon renewal or replacement of each required policy of insurance;~~ and (3) ~~upon the Owner's written request.~~ An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section ~~17.1.1.~~ The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 17.1.11 The Contractor shall disclose to the Owner in writing any large deductible (at least \$10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner, ~~the Architect, and the Architect's Consultants as as~~ an additional insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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.~~ The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

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§ 17.1.13 The Contractor (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide written 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~~ Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

(List below any other insurance)

§ 17.1.15 All of the coverage ~~to be provided by the Contractor and any applicable limits~~ limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

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

§ 17.1.17 The Contractor must require that its subcontractors meet or exceed the minimum insurance requirements in this Contract.

§ 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 Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

§ 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 Owner 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.

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§ 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.)~~

~~§ 17.3 Performance Bond and Payment Bond~~

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

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§ 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.~~

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of ~~Substantial~~**Final** 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.

~~§ 18.5 The one year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.~~Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

(Name, address, email address and other information)

Superintendent Jeremy Klein

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(402) 723-4434

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jklein@heartlandschools.net

(Name, address, email address and other information)

TBD

§ 19.7 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- .4 that its execution of this Agreement and its performance thereof is within its duly authorized powers;

- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

§19.8 When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

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

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

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§ 19.10 The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

§ 19.11 The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 19.12 The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of

Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

§ 19.14 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

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

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

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§ 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.

§ 20.2.4 If the unpaid balance of the Contract Sum ~~exceeds~~ is less than all 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. the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contract Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

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.)

. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

§ 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.

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.~~

~~§ 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 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. 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.~~

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~~§ 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.~~

~~§ 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.~~

~~§ 21.10 Continuing Contract Performance~~ or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 Continuing Contract Performance

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. ~~damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of~~

- such persons; and
- ~~2~~ — damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 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.
This Agreement entered into as of the day and year first written above.

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

Variable Information

PAGE 1

AGREEMENT made as of the 11th day of May in the year 2026

TBD

PAGE 3

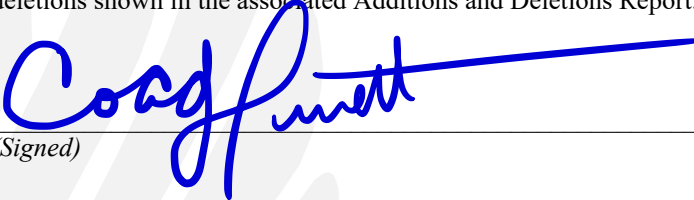
Item
Contingency Allowance

Price
\$25,000.00

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, 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 18:17:17 CDT on 04/08/2026 under Order No. 20250115061 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, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

OWNER'S LEGAL COUNSEL
(Title)

APRIL 8, 2026
(Dated)



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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K	\$3,229.14	(\$727.53)	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3	\$3,767.82	(\$790.59)	\$2,977.23
Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5	\$3,930.27	(\$823.47)	\$3,106.80
PRODUCT TOTAL*	\$18,119.43	(\$3,851.85)	\$14,267.58
ESTIMATED S&H**			\$980.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$15,247.58

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K					
IMPACT SOC STUDIES LEARNING WORKING TOGETHER GR K CMPLT PRNT DGT STD BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-646779-0	24	\$73.92	\$0.00	\$1,774.08
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$135.39	*Free Materials
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$87.75	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$727.53	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$0.00	\$135.39
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$0.00	\$87.75
IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$727.53
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K Subtotal:				\$727.53	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1					
IMPACT SOC STUDIES OUR PLACE IN THE WORLD GR 1 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-550168-6	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$0.00	\$158.52

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 Subtotal:				\$755.13	\$2,840.97

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2					
IMPACT SOC STUDIES EXPLORING WHO WE ARE GR 2 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-554406-5	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$0.00	\$158.52
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 Subtotal:				\$755.13	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3					
IMPACT SOC STUDIES OUR COMMUNITIES GR 3 COMPLETE PRINT DIGITAL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-561020-3	24	\$91.11	\$0.00	\$2,186.64
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$177.87	*Free Materials
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$108.33	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$790.59	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$0.00	\$177.87

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 4



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$0.00	\$108.33
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$0.00	\$504.39

Additional Teacher Materials Subtotal: \$0.00 \$790.59

Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 Subtotal: \$790.59 \$2,977.23

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5					
IMPACT SOC STUDIES USH MAKING A NEW NATION GR 5 CMPLT PRNT DGTL STDT BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-690138-6	30	\$103.56	\$0.00	\$3,106.80

Teacher Materials					
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GRADE 5 TEACHERS EDITION	978-1-26-570225-0	1	\$193.35	\$193.35	*Free Materials
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GR5 IM EXPLORER MAG TEACHING GUIDE	978-1-26-620871-3	1	\$125.73	\$125.73	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION GR 5 ONLN TCHR CNTR 6YR SUB	978-1-26-694859-6	1	\$504.39	\$504.39	*Free Materials

Teacher Materials Subtotal: \$823.47 \$0.00

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 Subtotal: \$823.47 \$3,106.80

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 5



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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

VALUE OF ALL MATERIALS	\$18,119.43
FREE MATERIALS	(\$3,851.85)
PRODUCT TOTAL*	\$14,267.58
ESTIMATED SHIPPING & HANDLING**	\$980.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$15,247.58

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhcoast2coast.com).

School Purchase Order Number:

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 6



Proposal #009594875
Prepared For
Heartland Cmty Schools 96

Attention:
Dana Renke
dreinke@heartlandschools.net

For the Purchase of:
**HMH Social Studies MS and HS Collection with
Writable**

Prepared By
Julia Neils
julia.neils@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>HMH Social Studies Middle School Collection with Writable Grades 6-8</u>						
Student Digital Licenses						
1907050 9798202137846	Social Studies Middle School Collection with Writable Student License Grades 6-8 6 Year	\$191.70	78	\$14,952.60	\$1,495.26	\$13,457.34
Includes: HMH Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Implementation Success						
Student license includes access to World Civilizations, World Geography, United States History & Civics.						
Total for Student Digital Licenses		\$13,457.34				
Teacher Digital Licenses						
1907158 9798202137921	Social Studies Middle School Collection with Writable Teacher License Grades 6-8 6 Year	\$1,610.55	3	\$4,831.65	\$4,831.65	
Includes: HMH Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies Middle School Collection with Writable Grades 6-8</u>		\$13,457.34				
<u>HMH Social Studies High School Collection with Writable Grades 9-12</u>						
Student Digital Licenses						
1907166 9798202138003	Social Studies High School Collection with Writable Student License Grades 9-12 6 Year	\$191.70	106	\$20,320.20	\$2,032.02	\$18,288.18
Includes: HMH Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Implementation Success						
Student license includes access to American History, World History, United States Government, Economics, Global Geography & African American History.						
Total for Student Digital Licenses		\$18,288.18				
Teacher Digital Licenses						
1907175 9798202138096	Social Studies High School Collection with Writable Teacher License Grades 9-12 6 Year	\$1,879.00	1	\$1,879.00	\$1,879.00	
Includes: HMH Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies High School Collection with Writable Grades 9-12</u>		\$18,288.18				
<u>Professional Services - Social Studies Middle School Collection with Writable Coaching</u>						
1883292 9798202010903	Coachly Getting Started Live Online Grades K-12 1-Hour	\$400.00	1	\$400.00	\$400.00	
In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.						
Send <u>Check Payments</u> to: HMH Education Company 14046 Collection Center Drive Chicago, IL 60693		Attention: Dana Renke dreinke@heartlandschools.net		Send <u>Orders</u> to: orders@hmhco.com FAX: 800-269-5232		
HMH Confidential and Proprietary						
009594875	Sold:0000270621	Ship:0000270621	Page 2 of 5	Please submit this form with your purchase order		

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1883291 9798202010897	Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.	\$400.00	1	\$400.00	\$400.00	
1866750 9780358933472	Social Studies Middle School Collection Coachly Digital License Grades 6-8 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00		\$1,500.00
Total for Coaching		\$1,500.00				
Implementation Support for Social Studies Middle School Collection with Writable						
1907149 9798202138157	Social Studies Middle School Collection with Writable Getting Started Live Online Grades 6-8 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00		\$800.00
1822785 9780358667551	Writable Getting Started Live Online Grades 6-8 2-Hour This session walks teachers through how to use Writable in their social studies classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH Social Studies program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.	\$800.00	1	\$800.00		\$800.00
Total for Implementation Support for Social Studies Middle School Collection with Writable		\$1,600.00				
Total for Professional Services - Social Studies Middle School Collection with Writable		\$3,100.00				

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>	\$10,237.93
<i>Subtotal Purchase Amount:</i>	\$34,845.52
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$34,845.52

****Please add proper sales tax to your order****

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): \$34,845.52

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929	Sold to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/19/2026
Proposal Expiration Date: 5/3/2026


Send **Check Payments** to:
 HMH Education Company
 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Dana Renke
 dreinke@heartlandschools.net

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 orders@hmhco.com
 FAX: 800-269-5232

HMH Confidential and Proprietary

Social Studies Instructional Materials K-12

Heartland Community Schools

March 12, 2026



EMPOWERING EXCELLENCE - Every Student, Every Day

Today's Goals

- Overview
 - Process
 - Standards
 - Vendors
 - Evaluation rubric
- Vendor presentations
- Evaluate
- Decision

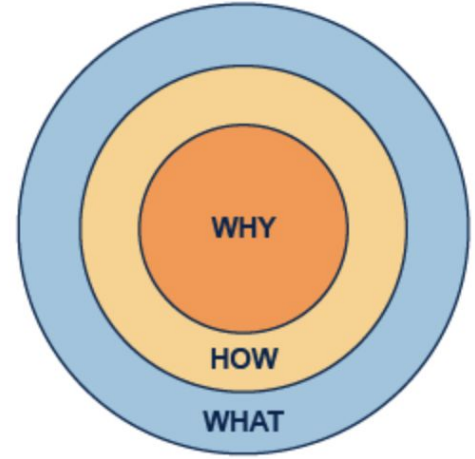


Today's Schedule

9:15 - 10:00	K - 12 Social Studies Materials Overview	Room 111	
10:00 - 10:30	Kids Discover (K-6)	Conference Room	Zoom Meeting Link
10:30 - 11:30	McGraw Hill (6-12)	Room 111	Zoom Meeting Link
1:15 - 1:45	Studies Weekly (K-6)	Room 111	Zoom Meeting Link
2:00 - 3:00	HMH (6-12)	Room 111	Zoom Meeting Link
2:00 - 3:00	McGraw Hill (K-5)	Conference Room	Zoom Meeting Link
3:00 - 3:45	K - 12 Social Studies Materials Recap	Room 111	Laptop / S.S. Materials

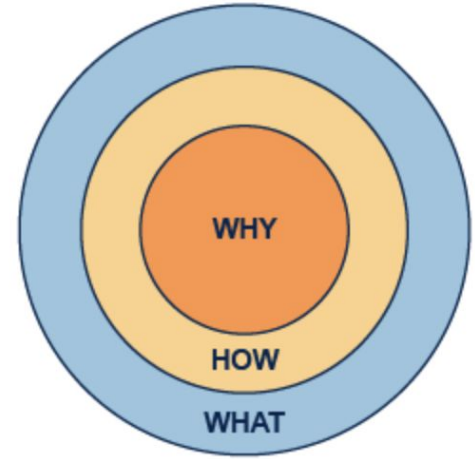
Why?

- Current materials out of print
- Using high quality materials is important
- Coherence and vertical alignment are important
- Giving everyone a voice in the process is important



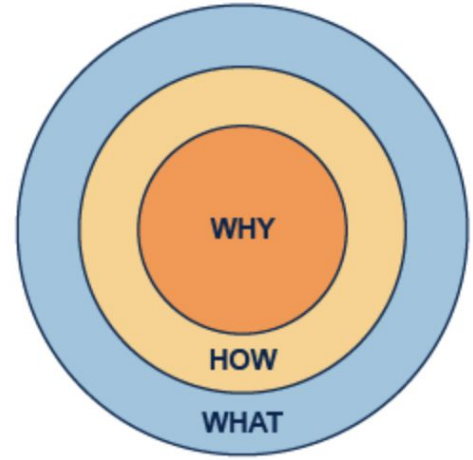
How?

- Using professional development time
- Using various resources to reach consensus and make the best decision for Heartland Community Schools



What?

- Review Social Studies Standards
- Review vendors
- Vendor presentations
- Evaluate
- Reach consensus



Social Studies Standards

[Link to Standards](#)

Hard copy of 2019 standards provided in yellow folders.

NDE Standards
Revision
Timeline

NEBRASKA SOCIAL STUDIES STANDARDS



McGraw Hill / K - 12th



Impact Social Studies (K-5) padlet

https://mheducation.padlet.org/amy_driesbach/impactsales

Password: MHE

Social Studies 6-12 (2023) padlet

https://mheducation.padlet.org/katie_schrameyer/6ts5t5oeoxrf42ur

Password: MHE

McGraw Hill K-6 Teacher Account Login

WEBSITE:

my.mheducation.com

Username or email: impact26te

Password: MGH26social

HMH / 6th - 12th



[Digital Platform Walkthrough Video](#)

[Social Studies Digital Room](#)

[NEBRASKA Districts Using HMH 6th - 12th](#)

HMH Website Access

<https://www.hmhco.com/ui/login/?connection=91014164>

Teacher login credentials:

Teacher Username:	Teacher253
Teacher Password:	E!7blueberries

Studies Weekly / K - 6th



[Website](#)

Kids Discover / K - 6th

[Website](#)

[Magazine List](#)



Evaluation Rubric

Social Studies Materials Rubric

Vendor _____

Teacher _____

Rating Scale

Score	Level	Description
4	Exemplary	Fully meets expectations; consistently supports high-quality instruction.
3	Strong	Meets expectations with minor gaps.
2	Developing	Partially meets expectations; significant improvements needed.
1	Limited	Does not adequately meet expectations.

CIRCLE 1, 2, 3 or 4 in each area below

Connects to the Standards

Score	Descriptor
4 – Exemplary	Clearly and explicitly aligns with grade-level standards throughout the material. Learning goals, lessons, and assessments consistently reflect the standards and build coherent progression of knowledge and skills.
3 – Strong	Generally aligned with standards with clear connections in most lessons and assessments. Some alignment may be implicit or uneven.
2 – Developing	Partial alignment to standards. Some lessons connect to standards but coverage is inconsistent or superficial.
1 – Limited	Minimal or unclear alignment to standards; standards may be listed but not meaningfully integrated.

Requires Disciplinary Thinking and Inquiry

Score	Descriptor
4 – Exemplary	Students regularly investigate compelling questions, analyze multiple sources, evaluate evidence, and construct arguments using disciplinary practices.
3 – Strong	Materials include inquiry opportunities and source analysis, though activities may be somewhat structured or limited in frequency.
2 – Developing	Some inquiry tasks are present but mostly emphasize recall or teacher-directed learning.
1 – Limited	Focuses primarily on memorization and factual recall with little or no inquiry or analysis.

Prompts Informed Action to Validate and Deepen Learning

Score	Descriptor
4 – Exemplary	Students apply learning through meaningful civic engagement, real-world problem solving, or community-connected activities that reinforce understanding.
3 – Strong	Opportunities exist for students to connect learning to real-world issues or civic participation.
2 – Developing	Limited or occasional activities that ask students to apply learning beyond the classroom.
1 – Limited	No meaningful opportunities for students to apply learning through action or civic engagement.

Is Equitable and Culturally Responsive

Score	Descriptor
4 – Exemplary	Represents diverse perspectives accurately and respectfully. Materials promote inclusivity, reflect multiple cultures and experiences, and support equitable participation.
3 – Strong	Includes diverse perspectives and culturally responsive content in several places, though representation may be uneven.
2 – Developing	Limited inclusion of diverse perspectives or occasional representation without depth or context.
1 – Limited	Perspectives are narrow or biased; little attention to diversity or cultural responsiveness.

Provides Scaffolding and Support for Students

Score	Descriptor
4 – Exemplary	Provides clear scaffolds, differentiation strategies, and supports for varied learners including English learners, struggling readers, and advanced students.
3 – Strong	Includes some scaffolding and differentiation supports, though not consistently across all lessons.
2 – Developing	Limited supports for diverse learners; teachers may need to add additional scaffolding.
1 – Limited	Little to no instructional scaffolding or differentiation.

Provides a Coherent Assessment System

Score	Descriptor
4 – Exemplary	Includes a balanced system of formative and summative assessments aligned to learning goals and disciplinary practices. Provides clear criteria and feedback opportunities.
3 – Strong	Assessments align with most learning objectives and include some variety and feedback opportunities.
2 – Developing	Assessments exist but may emphasize recall or lack alignment with learning goals.
1 – Limited	Assessments are minimal, poorly aligned, or absent.

Is Easy to Use

Score	Descriptor
4 – Exemplary	Well-organized, clearly structured, and easy for teachers to implement. Navigation, pacing guidance, and lesson sequencing are intuitive.
3 – Strong	Generally user-friendly with clear organization, though some navigation or clarity issues may exist.
2 – Developing	Organization is inconsistent or difficult to follow; teachers must invest time to adapt materials.
1 – Limited	Difficult to navigate or implement; instructions and structure are unclear.

Provides Instructional Supports

Score	Descriptor
4 – Exemplary	Includes strong teacher supports such as lesson guidance, discussion prompts, background content, differentiation strategies, and extension activities.
3 – Strong	Provides helpful instructional supports though depth or variety may be limited.
2 – Developing	Some teacher supports are provided but are incomplete or inconsistent.
1 – Limited	Minimal teacher guidance or instructional support included.

Hard copies of rubric provided in yellow file folders.

McGraw Hill K-5 Takeaways

- Inquiry based learning opportunities
- Digital / paper options
- Research companion
- Vocabulary section
- Kahoot options (games)
- Checks for understanding
- Online assessments (editable) or printable
- ELA components infused throughout
- Differed time allowance for different grade levels
- Text can be read aloud to students
- Clever and Canvas integration

HMH (6-12) Takeaways

- Essential questions for each module
- Videos through History Channel (short or long version)
- Differentiation supports
- Icons to access graphic organizers
- Writability / Blind peer review
- AI support
- Flashcards
- Lesson enrichment
- Printable students notes / highlighting
- Lexile ranges
- User friendly
- Don't need wifi
- Multiple checks for understanding
- Teacher section with project ideas / extensions
- Teacher can review notes, etc.
- Reads and highlights text
- Clever / Canvas integration

Social Studies Materials Rubric

Vendor _____

Teacher _____

Rating Scale		
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Score	Descriptor
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1 – Limited	Minimal teacher guidance or instructional support included.

___ / 32 TOTAL

Heartland Community Schools

Terms Of Use: Community-Use Weight Room Access

A. Registered Users

A person granted community-use access to the Heartland Community Schools' weight room through the provisions and terms of use herein established shall be referred to and defined as a "Registered User".

B. Registered User Application Requirements

1. Applications to become a registered user must be approved prior to being granted community-use access as a registered user.
2. Registered user applications must be submitted to the Superintendent.
3. Registered users must be residents of the Heartland Community Schools district. Residency requires a physical, primary place of residence to be established and maintained within the boundaries of the Heartland Community Schools district.
 - a. Non-Resident: Recent Graduates. Persons who are not residents of the Heartland Community Schools district but who have graduated from Heartland High School within the preceding 4 years, may have the residency requirement of these terms of use waived by presenting a current and valid post-secondary school ID or a current and valid military ID at the time of application. Such persons shall be allowed to have the residency requirement of these community-use provisions waived for a period of up to 4 years from the date of their graduation from Heartland High School.
 - b. Non-Resident: Temporary. Persons who are not residents of the Heartland Community Schools district but who have graduated from Heartland High School within the preceding 4 months, and are unable to meet the waiver provisions of B.3.a (above), may apply for a temporary waiver of the residency requirements. Such persons shall be allowed to have the residency requirement of these community-use provisions waived for a period of up to 4 months from the date of their graduation from Heartland High School without meeting the waiver requirements that are listed in B.3.a (above).
4. Persons enrolled as a K-12 student in any public, private, or exempt school may not apply to be a registered user. Such persons may only utilize the community-use access provisions of these regulations as the supervised guest of a registered user.
5. Registered users must be at least 18 years of age. Registered user applications submitted by persons under the age of 18 will not be accepted.

C. Recent Graduates

1. Upon the date of graduation, recent graduates may only access the weight room as either a registered user or as a guest of a registered user as is provided for in these community-use terms.
2. The only exception to the limitation in D.1 (above) would be if a recent graduate was using the weight room a) for the purposes of a spring-season sport that they are currently participating in, and b) under the direction of a coach for said spring-season sport.
3. Recent graduates may submit a temporary, registered user application without proof of residency whereby such registered user status shall expire 4 months after their date of graduation from Heartland Community High School.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

D. Reasons To Deny, Suspend, Or Revoke Registered User Status

Reasons to deny, temporarily suspend, or permanently revoke registered user status will include but shall not be limited to the following criteria:

1. Submitting a registered user application that contains any false or misleading information.
2. Current or prior placement on any sex offender registry.
3. Actively serving a term of criminal probation under any local, county, state, or federal jurisdiction for any offense involving abuse, neglect, felony theft, or felony violence.
4. Having been cited, arrested, or indicted for any crime involving abuse, neglect, felony theft, or felony violence that is pending adjudication in any local, county, state, or federal jurisdiction.
5. Having been convicted, entered a plea of guilty, or entered a plea of no contest, for any crime involving abuse, neglect, felony theft, or felony violence in any local, county, state, or federal jurisdiction.
6. Possessing, using, or being under the influence of alcohol, illegal drugs, controlled substances, tobacco products, or vape products while on school grounds during community-access hours.
7. Possessing, transporting, transferring, or using weapons, firearms, or incendiary devices while on school grounds during community-access hours.
8. Possessing, viewing, transporting, transferring, or transmitting pornographic content / material at any time while on school grounds.
9. Engaging in a physical altercation or engaging in threatening, menacing, or intimidating behavior at any time while on school grounds.
10. Engaging in the theft or the destruction of property at any time while on school grounds.
11. Engaging in behavior that unnecessarily creates a risk to the safety of others at any time while on school grounds.
12. Engaging in behavior that interferes with the ability of others to reasonably use the district's facilities.
13. Engaging in behavior that is not expressly provided for in these terms of use.
14. Engaging in the utilization of the district's facilities in a manner that is not expressly provided for in these terms of use.
15. Occupying or otherwise entering any space or location within the district's facilities that is not expressly allowed or provided for in these terms of use.
16. Repeated violations of any terms of use.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

E. Days / Hours of Operation: August 1st through May 31st

- Community use of the weight room will be available on Mondays through Fridays.
- Community use of the weight room will continue to be available on Mondays through Fridays when school is not in session unless otherwise announced.

Hours

- 4:00 AM to 5:45 AM
- 7:00 PM to 9:30 PM

Registered users will not be allowed to enter the school building prior to established hours. Doing so, or attempting to do so, will be grounds for suspension or revocation of registered user status. Registered users will not be allowed to remain in the school building after established hours. Doing so, or attempting to do so, will be grounds for suspension or revocation of registered user status.

- Registered users must exit the building no later than 5:45 AM during the morning hours.
- Registered users must exit the building no later than 9:30 PM during the evening hours.

Scheduled Closures

The weight room will not be open for community use on the following days.

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- During the NSAA Winter Moratorium
- New Year's Eve
- New Years Day
- Good Friday
- The Friday before Memorial Day
- Memorial Day
- July 4th

Emergency Cancellations / Late Starts / Early Dismissals

- On any day that Heartland Community Schools is subject to an otherwise unscheduled cancellation/closure, regardless of the reason, there will be no community access to the weight room.
- On any day that school is subject to an otherwise unscheduled late start, regardless of the reason, there will be no community access to the weight room during the morning hours.
- On any day that school is subject to an otherwise unscheduled early dismissal, regardless of the reason, there will be no community access to the weight room during the evening hours.

The school district shares information about cancellations, late starts, and closures with the general public on the district's Twitter and Facebook (social media) pages.



Heartland Community Schools

Terms Of Use: Community-Use Weight Room Access

Hours / Availability Subject To Change

The district will attempt to communicate changes in availability. This will be done through the district's official website and social media accounts (Twitter and Facebook). Availability is at all times subject to change without notice.

F. Days / Hours of Operation: June 1st through July 31st

Each year a calendar, or schedule of Days / Hours of Operation will be provided for registered users informing them of dates/times for weight room availability for the months of June and July. This calendar will be posted on the district's website and will generally be made available during the month of May.

G. Registered Users & Permitted Access

Registered users will be given entry credentials by being assigned a unique PIN. Only registered users will be allowed to use their assigned PIN. Registered users will only be allowed to use a PIN that is assigned to them.

PINs that are inactive for a 6-month period will be deactivated.

Any occurrence of a registered user allowing another person to use their PIN will be grounds for temporary suspension or permanent revocation of registered user status.

Any unauthorized use of a PIN, by any person, will be grounds for either temporary suspension or permanent revocation of all current or future community-access privileges, as are provided for in these terms of use, for the unauthorized user.

Use and access for registered users shall be restricted to the following:

1. Use/access of the designated building entrance, the designated building exit, and the designated path of travel to and from the weight room.
2. Use/access of the weight room, use of the restroom inside of the weight room, and use of the common restroom adjacent to the weight room.
3. Use, access, entrance, or occupation of areas not provided for in these terms of use is prohibited.
4. Engaging or attempting to engage in prohibited use, access, entrance, or occupation of any area within the district's facilities is grounds for temporary suspension or permanent revocation of registered user status.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

H. Entry, Exit, Doors, & Path Of Travel

April 1st – October 31st. During these months, community access to the building will be available through the set of doors labeled N8. This set of doors leads to the hallway inside of the weight room addition. The weight room can then be accessed from this hallway. This set of doors is located immediately to the east of the outdoor concession stand. This set of doors must also be used as the community-access exit. During these months, this set of doors must be used as both the entrance and the exit to the building as it relates to the use of the facility as it relates to these community-use weight room access provisions.

November 1st – March 31st. During these months, community access to the building will be available through the set of doors labeled W4. This set of doors is commonly referred to as the Activity Entrance. This set of doors leads to the large lobby / hallway south of the North Gym. When using this entrance, the path of travel is down the hallway and then through the North Gym into the hallway of the weight room addition. The weight room can then be accessed from this hallway. This door must also then be used as the community-access exit. During these months, this set of doors must be used as both the entrance and the exit to the building as it relates to the use of the facility as it relates to these community-use weight room access provisions. Should these entrances/exits be temporarily or permanently changed, altered, or adjusted, the district will attempt to communicate these changes either through signage posted at entrances, through social media, or both.

The egress door located in the southwest corner of the weight room, and labeled N7, may only be used as a point of entry to the weight room in cases of emergency. This door may also only be used as an exit from the weight room in cases of emergency.

At no time may any exterior door or any interior door be set ajar or propped open by any person accessing or otherwise utilizing the district's facilities as it relates to these community-use weight room access provisions. This includes any door that may lead immediately to or exit immediately from the weight room.

I. Registered Users & Guests

1. Registered users may be accompanied by up to 4 guests while using the weight room.
2. Registered users will at all times assume sole responsibility for the safety of their guests.
3. Registered users will at all times assume liability for the actions of their guests.
4. Guests of registered users must be at least 10-years of age. No person under the age of 10-years old is permitted to access the building under the direction/supervision of a registered user during hours reserved for community-use availability.
5. No person who is currently, or ever has been, listed on any sex offender registry shall be permitted access to the facility as is provided for under these weight room access provisions as either a registered user or a guest of a registered user.
6. All guests under the age of 18-years must be accompanied in the weight room by an adult.
7. All guests under the age of 14 must at all times be directly supervised by an adult.
8. Registered users may not interfere with or otherwise limit the ability of others to access use of the facilities by virtue of having guests.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

J. Assumptions Made By All Registered Users

1. Registered users and their guests will at all times act in compliance with the Terms of Use.
2. Registered users will at all times ensure that their guests act in compliance with the Terms of Use.
3. Registered users will at all times assume total and complete responsibility and total financial liability for their health and safety.
4. Registered users will at all times assume total and complete responsibility and total financial liability for the health and safety their guests.
5. Registered users will at all times assume complete responsibility and total financial liability for any injuries to themselves or to others when caused by their misuse, actions, negligence, or indifference.
6. Registered users will at all times assume complete responsibility and total financial liability for any injuries to themselves or to others when caused by the misuse, actions, negligence, or indifference of their guests.
7. Registered users will at all times assume total and complete financial liability for any damages to school, public, private, or personal property where there is a finding of fault by the district due to the misuse, actions, negligence, or indifference of the registered user.
8. Registered users will at all times assume total and complete financial liability for any damages to school, public, private, or personal property where there is a finding of fault by the district due to the misuse, actions, negligence, or indifference of their guests.
9. Registered users and their guests will at all times act in compliance with school policy and the law while on school premises.
10. Registered users will at all times ensure that their guests act in compliance with school policy and the law while on school premises.

K. Cleaning & Hygiene

1. Registered users and guests are required to clean any equipment or apparatus immediately after use. When cleaning equipment or an apparatus, registered users and guests shall use a cleaning solution provided within the weight room and a towel or cloth provided by the registered user to do such cleaning.
2. Registered users and guests are required to clean up after themselves and to properly dispose of any trash, waste, litter, or contaminated items.
3. Registered users and guests are required to properly clean any areas exposed to blood or other bodily fluids or solids (e.g. urine, vomit, sweat, saliva, nasal discharge, pus, mucus).
4. Registered users and guests are required to keep fresh, bleeding, or open wounds bandaged or covered.
5. Registered users and guests are required to refrain from accessing the district's weightroom while symptomatic of contagious skin infections such as ringworm, staph infection, MRSA, etc.



Heartland Community Schools
Terms Of Use: Community-Use Weight Room Access

L. Use Of Equipment

1. Registered users and guests are required to properly use all equipment at all times and only for its intended purpose.
2. Registered users and guests are required to properly put away, stow, store, or otherwise return any and all equipment to its proper location when done using any such equipment. Guidelines and directions as to such are often posted inside of the weight room by school personnel.
3. Registered users are required to notify the district when they are aware of any broken, damaged, or malfunctioning equipment.
4. Registered users and guests are prohibited from using any district-owned, audio-visual or computer equipment. This would include centralized sound systems, speakers, televisions, monitors, tablets, etc.
5. Registered users and guests are prohibited from using any specialized, electronic equipment owned by the district. This may include scales, timers, measuring devices, testing equipment, etc.
6. Registered users and guests are prohibited from using any equipment that may be commonly referred to as a sled.
7. Registered users and guests are prohibited from throwing any objects at or against any walls, ceiling, windows, or doors.
8. Registered users and guests are prohibited from placing bars or weights on top of padded/upholstered equipment (e.g. benches, etc.).
9. Registered users and guests are also prohibited from jumping, stepping, or standing on padded/upholstered equipment (e.g. benches, etc.).

M. Footwear

1. Registered users, and their guests, are required to wear footwear (i.e. shoes) at all times.
2. Registered users, and their guests, are required to ensure that their footwear is at all times safe and appropriate for the activity that they are engaging in. Open footwear (e.g. sandals, slides, flip-flops, crocs, etc.) are considered a tripping hazard and not allowed to be worn while engaged in active use of the weight room or its equipment.
3. Registered users, and their guests, are required to ensure that their footwear is clean and free from debris (e.g. mud, snow, grass, etc.) prior to entering the building.
4. Footwear must be clean and dry when in the weight room, in the gym, or in any restroom.
5. Footwear that is capable of damaging, marking, scuffing, scratching, or permanently imprinting upon any floor surface is prohibited.

N. Food & Drink

1. All types of food are prohibited inside the weight room.
2. Drinks and beverages must be kept in a spill proof container.
3. Any spills of drinks/fluids are to be cleaned up immediately. A spill involving a liquid other than water must not only be absorbed (wiped up) it must also be cleaned immediately as to remove any stains and/or residue.



Heartland Community Schools

Terms Of Use: Community-Use Weight Room Access

O. Recording Sound & Images

The capturing or recording of images, video, or sound by use of cellular phone, mobile device, or any other digital/electronic equipment by registered users or their guests is prohibited within the building during community use hours.

P. Media, Music, & Devices

Registered users and guests are prohibited from broadcasting sound, audio, music, etc. to the common space (i.e. speakers, radios, etc.). Registered users and guests are limited to using individual devices that contain sound to the individual user (e.g. headphones, earbuds, etc.).

Q. Enterprise & Monetization

1. Registered users are prohibited from either directly or indirectly making use of any facility or privilege conveyed through these community-use provisions to charge, collect, or solicit fees of any kind from any guests or from any registered users.
2. Guests of registered users are prohibited from either directly or indirectly making use of any facility or privilege conveyed through these community-use provisions to charge, collect, or solicit fees of any kind from any guests or from any registered users.
3. No person or organization shall be permitted to either directly or indirectly make use of any facility or privilege conveyed through these community-use provisions for financial gain.

R. Groups

The weight room will not be checked out to, or scheduled for use by, groups, teams, or classes that are not under the direct sponsorship and supervision of the school.

S. Violations

Violations of school policy, law, or the provisions of these terms of use while on school grounds during community-access hours may result in the temporary suspension or permanent revocation of community access, as provided for in these terms of use, as either a registered user or a guest.

In any instance where a person's registered user status is suspended or revoked, that person shall lose all community-access privileges, as are provided for in these terms of use, during such term of suspension or revocation.





Proposal #009594875

Prepared For

Heartland Cmty Schools 96

Attention:

Dana Renke

dreinke@heartlandschools.net

For the Purchase of:

**HMH Social Studies MS and HS Collection with
Writable**

Prepared By

Julia Neils

julia.neils@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>HMH Social Studies Middle School Collection with Writable Grades 6-8</u>						
Student Digital Licenses						
1907050 9798202137846	Social Studies Middle School Collection with Writable Student License Grades 6-8 6 Year	\$191.70	78	\$14,952.60	\$1,495.26	\$13,457.34
Includes: HMH Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8 Implementation Success						
Student license includes access to World Civilizations, World Geography, United States History & Civics.						
Total for Student Digital Licenses		\$13,457.34				
Teacher Digital Licenses						
1907158 9798202137921	Social Studies Middle School Collection with Writable Teacher License Grades 6-8 6 Year	\$1,610.55	3	\$4,831.65	\$4,831.65	
Includes: HMH Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Writable for Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies Middle School Collection with Writable Grades 6-8</u>		\$13,457.34				
<u>HMH Social Studies High School Collection with Writable Grades 9-12</u>						
Student Digital Licenses						
1907166 9798202138003	Social Studies High School Collection with Writable Student License Grades 9-12 6 Year	\$191.70	106	\$20,320.20	\$2,032.02	\$18,288.18
Includes: HMH Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12 Implementation Success						
Student license includes access to American History, World History, United States Government, Economics, Global Geography & African American History.						
Total for Student Digital Licenses		\$18,288.18				
Teacher Digital Licenses						
1907175 9798202138096	Social Studies High School Collection with Writable Teacher License Grades 9-12 6 Year	\$1,879.00	1	\$1,879.00	\$1,879.00	
Includes: HMH Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Writable for Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12 Access to Teacher's Corner						
Total for Teacher Digital Licenses		\$0.00				
<u>Total for HMH Social Studies High School Collection with Writable Grades 9-12</u>		\$18,288.18				
<u>Professional Services - Social Studies Middle School Collection with Writable Coaching</u>						
1883292 9798202010903	Coachly Getting Started Live Online Grades K-12 1-Hour	\$400.00	1	\$400.00	\$400.00	
In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.						
Send <u>Check Payments</u> to: HMH Education Company 14046 Collection Center Drive Chicago, IL 60693		Attention: Dana Renke dreinke@heartlandschools.net		Send <u>Orders</u> to: orders@hmhco.com FAX: 800-269-5232		
HMH Confidential and Proprietary						
009594875	Sold:0000270621	Ship:0000270621	Page 2 of 5	Please submit this form with your purchase order		

Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1883291 9798202010897	Coachly Leader Success Live Online Grades K-12 1-Hour In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.	\$400.00	1	\$400.00	\$400.00	
1866750 9780358933472	Social Studies Middle School Collection Coachly Digital License Grades 6-8 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription.	\$1,500.00	1	\$1,500.00		\$1,500.00
Total for Coaching		\$1,500.00				
Implementation Support for Social Studies Middle School Collection with Writable						
1907149 9798202138157	Social Studies Middle School Collection with Writable Getting Started Live Online Grades 6-8 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$800.00	1	\$800.00		\$800.00
1822785 9780358667551	Writable Getting Started Live Online Grades 6-8 2-Hour This session walks teachers through how to use Writable in their social studies classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines. This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH Social Studies program. Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.	\$800.00	1	\$800.00		\$800.00
Total for Implementation Support for Social Studies Middle School Collection with Writable		\$1,600.00				
Total for Professional Services - Social Studies Middle School Collection with Writable		\$3,100.00				

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
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Proposal for Heartland Cmty Schools 96

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>	\$10,237.93
<i>Subtotal Purchase Amount:</i>	\$34,845.52
<i>Shipping & Handling:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$34,845.52

Please add proper sales tax to your order

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

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Total Cost of Proposal (PO Amount): \$34,845.52

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929	Sold to: Heartland Cmty School 1501 FRONT ST HENDERSON, NE 68371-8929
---	---
- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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Date of Proposal: 3/19/2026
Proposal Expiration Date: 5/3/2026


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 14046 Collection Center Drive
 Chicago, IL 60693

Attention:
 Dana Renke
 dreinke@heartlandschools.net

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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K	\$3,229.14	(\$727.53)	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2	\$3,596.10	(\$755.13)	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3	\$3,767.82	(\$790.59)	\$2,977.23
Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5	\$3,930.27	(\$823.47)	\$3,106.80
PRODUCT TOTAL*	\$18,119.43	(\$3,851.85)	\$14,267.58
ESTIMATED S&H**			\$980.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$15,247.58

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K					
IMPACT SOC STUDIES LEARNING WORKING TOGETHER GR K CMPLT PRNT DGT STD BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-646779-0	24	\$73.92	\$0.00	\$1,774.08
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$135.39	*Free Materials
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$87.75	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$727.53	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION	978-1-26-592004-3	1	\$135.39	\$0.00	\$135.39
IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE	978-1-26-604142-6	1	\$87.75	\$0.00	\$87.75
IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR	978-1-26-618995-1	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$727.53
Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K Subtotal:				\$727.53	\$2,501.61
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1					
IMPACT SOC STUDIES OUR PLACE IN THE WORLD GR 1 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-550168-6	24	\$86.91	\$0.00	\$2,085.84
<u>Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
<u>Additional Teacher Materials</u>					
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION	978-1-26-554515-4	1	\$158.52	\$0.00	\$158.52

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ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

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PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE	978-1-26-551586-7	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB	978-1-26-507826-3	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 Subtotal:				\$755.13	\$2,840.97

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ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2					
IMPACT SOC STUDIES EXPLORING WHO WE ARE GR 2 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-554406-5	24	\$86.91	\$0.00	\$2,085.84
Teacher Materials					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$158.52	*Free Materials
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$92.22	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$755.13	\$0.00
Additional Teacher Materials					
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION	978-1-26-574999-6	1	\$158.52	\$0.00	\$158.52
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE	978-1-26-544760-1	1	\$92.22	\$0.00	\$92.22
IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR	978-1-26-603026-0	1	\$504.39	\$0.00	\$504.39
Additional Teacher Materials Subtotal:				\$0.00	\$755.13
Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 Subtotal:				\$755.13	\$2,840.97
Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3					
IMPACT SOC STUDIES OUR COMMUNITIES GR 3 COMPLETE PRINT DIGITAL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-561020-3	24	\$91.11	\$0.00	\$2,186.64
Teacher Materials					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$177.87	*Free Materials
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$108.33	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$504.39	*Free Materials
Teacher Materials Subtotal:				\$790.59	\$0.00
Additional Teacher Materials					
IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION	978-1-26-540689-9	1	\$177.87	\$0.00	\$177.87

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QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 4



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE	978-1-26-597003-1	1	\$108.33	\$0.00	\$108.33
IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR	978-1-26-491673-3	1	\$504.39	\$0.00	\$504.39

Additional Teacher Materials Subtotal: \$0.00 \$790.59

Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 Subtotal: \$790.59 \$2,977.23

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5					
IMPACT SOC STUDIES USH MAKING A NEW NATION GR 5 CMPLT PRNT DGTL STDT BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center.	978-1-26-690138-6	30	\$103.56	\$0.00	\$3,106.80

Teacher Materials					
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GRADE 5 TEACHERS EDITION	978-1-26-570225-0	1	\$193.35	\$193.35	*Free Materials
IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GR5 IM EXPLORER MAG TEACHING GUIDE	978-1-26-620871-3	1	\$125.73	\$125.73	*Free Materials
Digital Only - IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION GR 5 ONLN TCHR CNTR 6YR SUB	978-1-26-694859-6	1	\$504.39	\$504.39	*Free Materials

Teacher Materials Subtotal: \$823.47 \$0.00

Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 Subtotal: \$823.47 \$3,106.80

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QUOTE DATE: 03/25/2026
QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT NAME: Heartland Cmty Schools 96
ACCOUNT #: 193093

EXPIRATION DATE: 07/23/2026
PAGE #: 5



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QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

VALUE OF ALL MATERIALS	\$18,119.43
FREE MATERIALS	(\$3,851.85)
PRODUCT TOTAL*	\$14,267.58
ESTIMATED SHIPPING & HANDLING**	\$980.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$15,247.58

SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

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School Purchase Order Number:

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026

ACCOUNT NAME: Heartland Cmty Schools 96

EXPIRATION DATE: 07/23/2026

QUOTE NUMBER: DGARB-03252026082417-001

ACCOUNT #: 193093

PAGE #: 6

BID FORM
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: \$ 495,300.00

Four hundred ninety five thousand . Three hundred ⁰⁰/₁₀₀ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda:

Acknowledge receipt of Addenda No. 1

Date 05/04/2026

And have included the provisions of these Addenda, if any, in my bid. Initials ST

Voluntary Substitutions

Products	Manufacturer	Adjustment in Bid
<u>TR2-36" trench drain</u>	<u>TUF-Tite</u>	add / <u>deduct</u> \$ <u>7,300</u>
_____	_____	add / deduct \$ _____

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder: Duncan Theis Construction, Inc.
(Company)

By: [Signature]
(Signature)

Date: 5/7/2026

Name: Scott Theis

Phone #: 308-224-0340

Email Address: stheis@duncantheisconstruction.com

Bond No. _____

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Duncan Theis Construction Inc.
1740 West Highway 40, Kearney, NE 68845

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Heartland Community Schools

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Heartland Community Schools East Playground
1501 Front Street, Henderson, NE 68371

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2026

[Signature]
Witness

Duncan Theis Construction Inc.
Principal (Seal)
By: [Signature], Principal
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety
By: [Signature]
Debra A. Waltemath Attorney-in-Fact



★ ★ ★ ★ ★
OLD REPUBLIC SURETY COMPANY
★ ★ ★ ★ ★

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. CHALLY, DEBRA A. WALTERMATH, JONI PAULSEN, OF KEARNEY, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JUNE, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JUNE, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0818



Signed and sealed at the City of Brookfield, WI this 4th day of May 2026

Karen J. Haffner

Assistant Secretary

BARNEY INSURANCE, INC.



DUNCTHE-01

DWALTEMATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney Insurance, Inc. 5508 Ave. N Kearney, NE 68847	CONTACT NAME: Tim Highbanks		
	PHONE (A/C, No, Ext): (308) 217-0407	FAX (A/C, No):	
	E-MAIL ADDRESS: thighbanks@barneyinsurance.net		
INSURED Duncan Theis Construction, Inc 1740 West Highway 40 Kearney, NE 68845	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Western Group		10804
	INSURER B: Acadia		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPA3244895-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPA3244895-25	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			WCA3244936-26	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Aggregate limits shown were in effect at policy inception date.

RE: Bid for Heartland Community Schools East Playground

CERTIFICATE HOLDER

CANCELLATION

Heartland Community Schools
1501 Front Street
Henderson, NE 68371

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

**Minutes for
Board of Education Regular Meeting**

Monday, April 13, 2026 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on April 9, 2026.

Attendance

Lacey Gloystein: Present
Ryan Goertzen: Present
Jen Hiebner: Present
Jeb Mierau: Present
Tyler Newton: Present
Tammy Ott: Absent

1. Preliminary Procedures

Meeting started at 7:07PM

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

Motion to excuse Tammy Ott. Passed with a motion by Tyler Newton and a second by Ryan Goertzen.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

2. Public Comments On Agenda Items

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. Reports

3.1. Superintendent's Report

3.2. Principals' Reports

4. Discussion Items

4.1. Discuss KSB Policy Manual Replacement

4.2. H&H Cooperative Sponsorship Update

4.3. Building / Construction Update

4.4. Discuss K-6 Playground Project Bid Packet

4.5. Discuss K-6 Playground Project - Playground Equipment Cooperative Purchase Quote

4.6. Discuss Classroom Carpet Replacement Proposal

4.7. Discuss Window Replacement Proposal

4.8. Discuss K-12 Social Studies Materials Replacement / Update For 26-27

5. Action Items

5.1. Approve 26-27 Superintendent Compensation

Approve 2026-2027 superintendent compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.2. Approve 26-27 Principals' Compensation

Approve 2026-2027 principals' compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.3. Approve 26-27 Classified Staff Compensation

Approve 2026-2027 classified staff compensation as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.4. Approve K-6 Playground Project Bid Packet

Approve and authorize release of the K-6 playground project bid packet, drawings, and specifications as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.5. Approve K-6 Playground Project - Playground Equipment Cooperative Purchase Quote

Motion to Approve K-6 Playground Project. Equipment Cooperative Purchase Quote. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.6. Approve iPad Replacement Proposal

Approve the iPad replacement purchase proposal as presented. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.7. Approve Hallway & Classroom Carpet Replacement Proposals

Approve both the Hallway Carpet Replacement proposal and the Classroom Carpet Replacement proposal as presented. Passed with a motion by Jen Hiebner and a second by Tyler Newton.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.8. Approve Window Replacement Proposal

Approve the window replacement proposal submitted by Nebraska Door & Window as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

6. Future Agenda Items

6.1. Regular Meeting: Monday, May 11th @ 7 PM

7. Consent Agenda

Motion to approve Consent Agenda. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

7.1. Approval of Minutes

7.1.1. Regular Meeting: March 9, 2026

7.1.2. *Special Meeting: March 23, 2026*

7.2. **Approval of Claims**

7.3. **Financial Reports**

8. **Adjournment**

Adjourned at 9:55pm Passed with a motion by Jeb Mierau and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

Board President

Board Secretary

NEW BOARD REPORT

Posted - All; Fund Number 01, 02, 06, 08; Processing Month 05/2026

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
<u>Checking</u>	<u>1</u>		
Checking	1 Fund: 01	GENERAL FUND	
32841	AGTAC SERVICES LLC	JANITORIAL SERVICES	13,888.00
32842	AMAZON CAPITAL SERVICES	SUPPLIES	710.75
32843	BLACK HILLS ENERGY	NATURAL GAS	2,398.57
32844	BURTON ENTERPRISES	TRASH REMOVAL	220.00
32845	CANDLEWOOD SUITES KEARNEY		2,599.00
32846	CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	6.37
32847	CENTRAL VALLEY AG	SERVICES	5,140.73
32848	CHEMSEARCH	SUPPLIES	199.16
32849	CITY OF HENDERSON	WATER/SEWER	612.99
32850	DIETZE MUSIC HOUSE	SUPPLIES	56.07
32851	EAKES OFFICE SOLUTIONS	SUPPLIES	1,253.07
32852	ESU 6	SERVICES	500.72
32853	ESU 9	SERVICES	314.55
32839	EXCITE INC		0.00
32854	FILLMORE COUNTY HOSPITAL	SERVICES	6,124.99
32855	FIVE STAR TRUCK CENTER	BUS WASH	133.00
32840	FUTURE BUSINESS LEADERS OF AMERICA, INC	REGISTRATION	0.00
32856	GO PHYSICAL THERAPY	SERVICES	6,717.50
32857	HD SUPPLY	SUPPLIES	342.88
32858	HEARTLAND ACTIVITY FUND	FUND TRANSFER	10,228.00
32860	HERITAGE PARK	FIELD TRIP	65.00
32861	HOMETOWN LEASING	COPY MACHINE LEASE	919.80
32862	INSPIRA FINANCIAL	CAFETERIA 125 PLAN	150.00
32863	J.W. PEPPER & SON	SUPPLIES	573.96
32864	JDS INDUSTRIES		205.75
32865	JONES SCHOOL SUPPLY CO., INC	SUPPLIES	69.40
32866	KROEKER GRAIN & LUMBER	SUPPLIES	86.70
32867	KSB SCHOOL LAW	LEGAL SERVICES	11,846.50
32868	MAINSTAY COMMUNICATIONS	TELEPHONE	760.76
32869	MATHESON TRI GAS INC	SUPPLIES	121.60
32870	MAY, JANET	SERVICES	150.00
32871	NEBRASKA PIANO TUNING		150.00
32872	PERENNIAL PUBLIC POWER DISTRICT	ELECTRICITY	347.86
32873	PRESTIGE GROUP INC		3,650.00
32874	QUILL	SUPPLIES	87.72
32875	SchoolsPLP		3,675.00
32876	SERVICE PRESS	SERVICES	319.21
32877	SOFTWARE UNLIMITED INC	SERVICES	2,668.00
32878	SWITZER, HENDRIC	VB LINES	700.00
32879	TRI COUNTY AUTO	SERVICES	757.71
32880	TRUE LINE UNDERGROUND INC		487.00
32881	U.S. BANK	SUPPLIES	1,872.65
2140	UNITED STATES POSTAL SERVICE	NEWSLETTER	225.19
32882	VAUGHT, CHELSEA	ACCOMPANIST	225.00
32883	VERIZON WIRELESS	TELEPHONE	195.93

NEW BOARD REPORT

Posted - All; Fund Number 01, 02, 06, 08; Processing Month 05/2026

User ID: JMAY

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
32884	YORK ACE HARDWARE	SUPPLIES	108.94

Fund Total: 81,866.03

Checking Account Total: 81,866.03

Checking

2

Checking 2 Fund: 02 DEPRECIATION RESERVE FUND

1180	PAINT & PAPER PALACE	SERVICES	11,623.92
1181	RAPID RADIOS		13,848.78
1178	U.S. BANK	SUPPLIES	215.87

Fund Total: 25,688.57

Checking Account Total: 25,688.57

Checking

6

Checking 6 Fund: 06 SCHOOL LUNCH/MILK FUND

4401	EDELMAN, ESTHER		38.45
4402	FRANZ, ANDRAE		19.05
4403	FRIESEN, EVAN		47.69
4404	GOERTZEN, MICHELLE	REIMBURSEMENT	4.25
4405	HENDERSON MEAT PROCESSOR	SUPPLIES	1,409.70
4406	HIEBNER, STEVE	REIMBURSEMENT	2.90
4407	HIEBNER, TROY		61.20
4408	HILAND DAIRY	SUPPLIES	1,248.29
4409	LYONS, ASHTON	BB CLOCK	24.15
4410	ONNEN, REBEKAH		3.40
4411	REGIER, MARY	REIMBURSEMENT	15.20
4412	SPLINTER, JERROD	REIMBURSEMENT	17.10
4413	SYSCO	SYSCO	5,928.47
4414	US FOODS	SUPPLIES	3,567.67

Fund Total: 12,387.52

Checking Account Total: 12,387.52

Checking

8

Checking 8 Fund: 08 SPECIAL BUILDING FUND

1186	CLARK & ENERSEN	SERVICES	4,348.95
1184	CORNHUSKER STATE INDUSTRIES		932.00
1185	PAINT & PAPER PALACE	SERVICES	27,416.68

Fund Total: 32,697.63

Checking Account Total: 32,697.63

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 05/2026

Regular; Beginning Month 09/2025; Processing Month 05/2026; Accounts to Include Accounts with Activity; Fund
Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0101	Football	(800.00)	2,745.00	3,841.00	0.00	296.00
05 704 0102	Volleyball	0.00	4,732.00	2,129.12	0.00	(2,602.88)
05 704 0103	Boys Basketball	0.00	3,989.34	6,213.44	0.00	2,224.10
05 704 0104	Girls Basketball	0.00	3,027.91	793.10	0.00	(2,234.81)
05 704 0105	Track	0.00	5,962.85	3,233.75	(239.64)	(2,968.74)
05 704 0107	General Athletics	(153.00)	7,106.70	187.52	(31.54)	(7,103.72)
05 704 0110	Jh Football	0.00	241.25	37.32	0.00	(203.93)
05 704 0111	Jh Volleyball	0.00	1,985.00	(390.00)	0.00	(2,375.00)
05 704 0112	Jh Boys Basketball	0.00	1,600.00	1,067.65	0.00	(532.35)
05 704 0113	Jh Girls Basketball	0.00	120.00	(325.00)	0.00	(445.00)
05 704 0114	Jh Track	394.22	3,530.00	1,260.00	0.00	(1,875.78)
05 704 0116	Season Pass	2,130.00	0.00	460.00	0.00	2,590.00
05 704 0117	Girls Golf	(90.00)	2,236.50	480.00	0.00	(1,846.50)
05 704 0118	Boys Golf	0.00	2,003.25	0.00	0.00	(2,003.25)
05 704 0129	Coach - Fb	209.37	(395.00)	0.00	0.00	604.37
05 704 0130	Coach - Vb	94.87	0.00	0.00	0.00	94.87
05 704 0131	Coach - Girls Bb	4,511.88	566.40	937.00	0.00	4,882.48
05 704 0132	Coach - Boys Bb	996.08	0.00	0.00	0.00	996.08
05 704 0133	Coach - Jh Bb	555.00	806.76	0.00	0.00	(251.76)
05 704 0135	Coach - Girls Golf	456.91	0.00	0.00	0.00	456.91
05 704 0136	Coach - Boys Golf	981.36	553.99	2,117.35	(940.00)	1,604.72
05 704 0137	Coach - Track	1,349.16	1,202.56	300.00	0.00	446.60
05 704 0138	Coach - Jh Vb	867.26	143.34	0.00	0.00	723.92
05 704 0200	Band Uniforms	262.11	0.00	0.00	0.00	262.11
05 704 0201	Band	1,748.28	395.90	445.75	0.00	1,798.13
05 704 0202	Chorus	2,119.64	0.00	0.00	0.00	2,119.64
05 704 0203	Marching Shoes	(747.96)	0.00	0.00	0.00	(747.96)
05 704 0204	Vocal Clinic	2,438.47	10,180.10	12,532.00	0.00	4,790.37
05 704 0207	District Music	4,287.09	0.00	0.00	0.00	4,287.09
05 704 0301	Art	2,617.83	391.02	200.00	0.00	2,426.81
05 704 0304	All School Play	6,162.23	2,347.20	1,524.00	0.00	5,339.03
05 704 0305	One Act	0.00	1,938.19	537.25	(160.00)	(1,560.94)
05 704 0403	Fbla	(2,024.30)	15,370.79	2,829.01	(180.19)	(14,746.27)
05 704 0404	Ind Tech/ag Projects	94.71	1,614.91	684.35	(224.86)	(1,060.71)
05 704 0405	Ffa	555.31	10,982.94	26,395.61	(6,776.60)	9,191.38
05 704 0407	Science Club	1,229.12	0.00	0.00	0.00	1,229.12

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2025 - 05/2026

Regular; Beginning Month 09/2025; Processing Month 05/2026; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0408	Biology/english Trip	367.20	0.00	0.00	0.00	367.20
05 704 0409	Quiz Bowl/math Club	98.39	580.00	0.00	(200.00)	(681.61)
05 704 0410	Coach - Jh Robotics	983.23	0.00	0.00	0.00	983.23
05 704 0411	Coach - Hs Robotics	702.15	0.00	0.00	0.00	702.15
05 704 0450	Jh Robotics	1,957.59	1,776.48	1,619.80	0.00	1,800.91
05 704 0451	Hs Robotics	0.00	169.43	0.00	0.00	(169.43)
05 704 0503	Class Of 2023	40.53	0.00	0.00	0.00	40.53
05 704 0506	Class Of 2026	1,397.09	2,048.50	687.95	0.00	36.54
05 704 0507	Class Of 2027	4,764.86	4,956.71	2,324.63	0.00	2,132.78
05 704 0508	Class Of 2028	7,372.11	0.00	0.00	0.00	7,372.11
05 704 0509	Class Of 2029	0.00	0.00	356.37	164.75	521.12
05 704 0601	National Honor Society	175.09	2,120.66	2,422.00	0.00	476.43
05 704 0701	Hcs Customs	732.79	4,638.52	4,662.72	(468.61)	288.38
05 704 0709	Yearbook	1,748.42	7,174.07	5,243.00	0.00	(182.65)
05 704 0801	Student Council	0.00	919.45	778.32	(102.89)	(244.02)
05 704 0802	Concessions	8,131.82	31,990.83	26,736.95	0.00	2,877.94
05 704 0804	Interest On Act Acct	478.06	0.00	0.00	0.00	478.06
05 704 0806	Elem Student Council	2,975.18	57.44	399.20	0.00	3,316.94
05 704 0913	Revolving - Secondary	(224.58)	1,090.56	1,122.80	0.00	(192.34)
05 704 0914	Revolving - Elementary	2,726.06	0.00	0.00	0.00	2,726.06
05 704 0915	Student Supplies	851.50	0.00	(161.92)	0.00	689.58
05 704 0918	John Baylor Test Prep	2,200.00	0.00	0.00	0.00	2,200.00
05 704 0924	Ott Scholarship	27,096.21	1,000.00	0.00	0.00	26,096.21
05 704 0936	Field Trip Grant	4,273.89	0.00	0.00	0.00	4,273.89
05 704 0937	Circle Of Friends Autism Grant	828.84	0.00	0.00	0.00	828.84
05 704 0938	If Kids Could Cure Grant	6,518.63	0.00	0.00	0.00	6,518.63
05 704 0939	Girls On The Run	584.58	0.00	0.00	0.00	584.58
05 704 0941	Early Intervention	121.64	0.00	0.00	0.00	121.64
05 704 0950	Computer Deposits	26,559.65	99.96	89.00	0.00	26,548.69
05 704 0951	Staff Lounge Account	118.17	0.00	0.00	0.00	118.17
05 704 0952	Eha Elevate Program	2,419.06	3,430.55	3,000.00	(252.79)	1,735.72
05 704 0953	Stuhr	141,291.38	0.00	934.16	0.00	142,225.54
Fund Total: 05		277,535.18	147,432.06	117,705.20	(9,412.37)	238,395.95

05/08/2026 12:01 PM

Regular; Processing Month 05/2026; Fund Number 01

User ID: JMAY

Function Part 3		Revised Budget	Activity During Month	Activity to Date	Balance at EOM	% of Budget
9	Expenditure					
01	GENERAL FUND					
1100	REGULAR INSTRUCTION	3,070,107.00	14,561.29	1,892,800.28	1,177,306.72	61.82
1200	SPED - SA	1,079,000.00	3,745.38	476,282.54	602,717.46	44.42
1290	1290	68,112.00	0.00	41,846.00	26,266.00	61.95
1300	SUMMER SCHOOL	3,526.00	0.00	0.00	3,526.00	0.00
2110	ATTENDANCE & SOCIAL WORK SVCS	0.00	0.00	1,900.00	(1,900.00)	0.00
2120	GUIDANCE SERVICES	110,258.00	0.00	62,090.90	48,167.10	56.36
2130	HEALTH SERVICES - GEN ED	11,351.00	0.00	2,649.80	8,701.20	23.34
2140	PSYCHOLOGICAL SVCS - GEN ED	190,000.00	6,124.99	92,995.87	97,004.13	48.95
2150	SPEECH PATH & AUDIOLOGY SVCS - GEN ED	124,848.00	338.99	89,587.93	35,260.07	71.76
2160	OCCUPATIONAL THERAPY SVCS - GEN ED	73,000.00	5,080.41	37,841.89	35,158.11	51.84
2170	PHYSICAL THERAPY SVCS - GEN ED	40,000.00	1,298.10	12,701.10	27,298.90	31.75
2180	VISION SERVICES - GEN ED	11,060.00	314.55	2,900.21	8,159.79	26.22
2210	2210	32,957.00	180.00	3,126.29	29,830.71	11.52
2220	LIBRARY/MEDIA SERVICES	192,987.00	147.94	109,036.05	83,950.95	58.59
2230	INSTRUCTION-RELATED TECHNOLOGY	39,567.00	0.00	34,482.83	5,084.17	87.15
2240	ACADEMIC STUDENT ASSESSMENT	26,450.00	0.00	2,527.80	23,922.20	16.17
2310	BOARD OF EDUCATION	77,000.00	632.20	22,359.85	54,640.15	29.05
2320	EXECUTIVE ADMINISTRATION	410,333.00	(679.64)	260,670.20	149,662.80	63.53
2330	DISTRICT LEGAL SERVICES	15,000.00	11,846.50	15,335.00	(335.00)	102.23
2410	OFFICE OF THE PRINCIPAL	434,757.00	(1,019.46)	275,222.74	159,534.26	63.30
2490	SCHOOL ADMINISTRATION - OTHER	36,009.00	0.00	14,441.06	21,567.94	40.10
2510	FISCAL SERVICES	39,200.00	2,818.00	35,650.11	3,549.89	90.94
2530	printing publishing	0.00	0.00	(1,429.54)	1,429.54	0.00
2560	PUBLIC INFORMATION SERVICES	118,200.00	2,101.68	30,533.40	87,666.60	25.83
2580	ADMINISTRATIVE TECHNOLOGY SERVICES	64,631.00	320.72	34,439.58	30,191.42	53.29
2610	OPERATION OF BUILDINGS	906,538.00	20,584.35	553,920.71	352,617.29	61.10
2620	MAINTENANCE OF BUILDINGS	0.00	0.00	759.26	(759.26)	0.00
2710	VEHICLE OPERATION & PURCH - GEN ED	408,594.00	8,451.73	178,277.65	230,316.35	43.63
2730	VEHICLE SERVICING & MAINT - GEN ED	86,000.00	1,243.37	31,821.19	54,178.81	37.00
3300	COMMUNITY SERVICES OPERATIONS	20,723.00	925.00	925.00	19,798.00	4.46
3530	3530	8,000.00	(131.50)	16,883.81	(8,883.81)	211.05
6200	TITLE IA	79,726.00	0.00	45,778.95	33,947.05	57.42
6400	6400	125,020.00	0.00	72,766.88	52,253.12	58.20
6990	OTHER FEDERAL PROGRAMS	32,000.00	0.00	0.00	32,000.00	0.00
01	GENERAL FUND	7,934,954.00	78,884.60	4,451,125.34	3,483,828.66	56.28
9	Expenditure	7,934,954.00	78,884.60	4,451,125.34	3,483,828.66	56.28

FUND BALANCE REPORT

as of APRIL 30, 2026

Fund: 01	GENERAL FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		2,982,870.09	536,716.23	300,275.89	2,746,429.75	3,096,053.13
Fund: 02	DEPRECIATION RESERVE FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		1,087,801.23	15,712.08	1,630.54	1,073,719.69	927,455.81
Fund: 03	UNEMPLOYMENT FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		3,189.77	0.00	0.00	3,189.77	3,116.23
Fund: 06	SCHOOL LUNCH/MILK FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		65,888.87	29,861.48	25,127.13	61,154.52	161,657.61
Fund: 07	BOND FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		403,792.37	0.00	33,923.14	437,715.51	442,215.74
Fund: 08	SPECIAL BUILDING FUND	Beginning Balance	Debits	Credits	Ending Balance	<i>PY Ending Balance</i>
		2,564,907.14	9,845.50	2,973.81	2,564,907.14	6,460,275.37