

Board of Education Regular Meeting
Monday, April 8, 2019 7:00 PM
HS CONFERENCE ROOM
705 N 9th St
Arlington, Nebraska 68002

1. OPENING PROCEDURES
 1. Call Meeting to Order
 2. Roll Call
 3. Pledge of Allegiance
 4. Approval of Regular Meeting Agenda
2. WELCOME TO GUESTS AND PUBLIC FORUM
3. CURRICULUM/INSTRUCTION REPORTS
 1. Choir and Band Report
4. PRINCIPALS' REPORTS
 1. Mr. Pfingsten's Report
 2. Mrs. Morgan's Report
 3. Mr. Shada's Report
5. SUPERINTENDENT'S REPORT
 1. Staffing Update
 2. Suggestions for project to be completed with potential memorial donation.
6. COMMITTEE AND REPRESENTATIVE REPORTS
 1. Professional Development Sharing
7. UNFINISHED BUSINESS
 1. Discuss, Consider and Take Necessary Action to enter a contract with DLR Group for facility master planning.
8. NEW BUSINESS
 1. Discuss and Consider changes to the length of the school day for the 2019-2020 school year.
 2. Discuss, Consider and Take Necessary action to approve the purchase of a bus.
 3. Discuss and Consider damage of the flooding to school property and actions being taken to remediate and repair the damage.
 4. Discuss and Consider the use of therapy dogs in school.
 5. Discuss and Review Policies 5201-5405.
9. CONSENT AGENDA
 1. Minutes of the Previous Board Meeting(s): March 11, 2019 Special Meeting and March 11, 2019 Regular Meeting Minutes
 2. Monthly Financial Reports
 3. Accept the resignation of Shelby Quinn as elementary special education teacher effective at the end of her 2018-2019 contract.
 4. Hire Cailyn Johnson as secondary language arts teacher for the 2019-2020 school year.
 5. Hire Sarah Sharp as an elementary special education teacher for the 2019-2020 school year.

6. Hire Sabrena Lozo as an elementary special education paraeducator for the 2019-2020 school year.

10. EXECUTIVE SESSION

11. ACTION ON EXECUTIVE SESSION ITEMS

12. ADJOURNMENT

Instrumental and Vocal Music Board Report 2018-2019

Multicultural Aspect:

Music students in Arlington Public Schools K-12 are introduced to different cultures through the music classroom. In elementary music classes students are introduced to different cultures through song and dance. As students begin to develop as musicians in the middle school and high school they learn how to perform music from an array of cultures, as well as learning about the culture the piece is from. In the middle and high school we strive to perform or study one multicultural piece a year.

Examples include folk songs, folk dances, children's games, children's songs and instrumental music from various cultures. This past year the elementary band has practiced folk tunes from all over the world, the middle school band has performed a selection based on Afro-Caribbean and Korean Folk music and the high school band has performed Latin music and is currently working on a suite of Shaker tunes. The middle school choir performed the song "Tumekuja Kuimba." It is modeled after music heard throughout Kenya. Students learned both Swahili and English lyrics as well as various African rhythms. Both high school and middle school worked on pieces in Latin as well.

2. What do we want students to learn?

In instrumental music this year my focus has been to make the learning more student centered. Elementary band students work on skills to help them practice to be individual learners and start to problem solve music for themselves. Students in the middle school and high school band have selected the repertoire for concerts (within parameters set by the instructor), critiqued performances (of themselves and others), set individual and class goals to work toward during class. The end goal is to teach students to be creative and collaborative thinkers through the medium of instrumental music.

In vocal music this year my focus has also been more student led and student centered. The greatest of this at the high school level with more independent sectionals for learning parts. We have had more activities with student reflection on performances/practice for improvement within the group. Many students have worked to lead others in our team learning. This has made us able to accomplish more in less time.

In addition, at the elementary level, there continue to be opportunities for independent group work. I have used this mostly in learning/practicing/developing rhythm.

3. How we know when our students are learning?

Both teachers continue to use rehearsal techniques such as full group, individual pull out, and sectionals during the school year as the main assessment style. Though the music classrooms have started to use recording technology for assessments as well. Recording individual and group performances allow the instructors more time to listen and the ability to re-listen. At the same time it allows students the chance to reflect and critique themselves and their classmates. Both instructors utilize rubrics chart and reflect where students need improvement.

4. How do we respond when students are not learning?

In the music classrooms when students turn in assignments that are incomplete or incorrect they will be asked to redo the work until it is correct. Since music is largely a performed skill most re-teaching is done in the classroom either as a quick one on one instruction or in a large group review. Students in higher grade levels may be asked to come in before or after school to work in a sectional or one on one with the instructor for more help. In the past two years we have been able to utilize lab time for Middle School students to help students who are not meeting goals. Elementary band students are also able to use their lunch/recess time to

receive one on one instruction if needed.

5. How do we extend or enrich the learning for students who exceed proficiency?

Students who are more advanced or wish for further instruction in their musical education are encouraged to participate in honor groups, outside ensembles, outside performances, and solos and small ensembles. Though most of these opportunities require work outside of standard class time students are excited by the challenge. Students who participate in these groups and performances are often rewarded with new skills and knowledge and increase the overall performance ability in the musical ensembles at Arlington. This group of students is also used to lead sectionals or be section leaders in our ensembles which allows them to share their knowledge and provide support for the teachers.

6. Other Information

Music Trip: Some high school choir and band students went on a fantastic trip to St. Louis last summer. They performed at Six Flags during their trip.

Honor Bands: In the high school this year we had four students selected for the Doane College Honor Band (five in 2017-2018), two for the Wayne State Honor Band (one in 2017-2018) and twelve performed with the Nebraska Capitol Conference Honor Band (nine in 2017-2018). Four of our middle school students were selected for the Blair Middle School Honor Band (two in 2017-2018). While 18 of our elementary students participated in the Pender Elementary Honor Band (18 in 2017-2018).

Honor Choirs: The Arlington High School Choir had two members selected for Nebraska Allstate Choir, 2 selected to the University of Nebraska at Omaha Honor Choir, and 2 selected for Doane Honor Choir. Eight middle school students were selected for Heartland UNO Honor Choir and 12 students attended the Fremont Festival Choir. At the elementary level, 5 students were selected for Sing Around Nebraska Honor Choir.

Young Americans: 40 Arlington students 4-12th grade attended the Young Americans workshop in Tekamah. Many Arlington students were featured as soloists and main characters in the show.

Screamin' Eagles Marching Band: In the 2018-2019 school year the marching band performed at five home football games, three home basketball games, one home volleyball game, one softball game, The Washington County Fair Parade and The Nebraska State Fair.

Veteran's Day: High School Band, Choir, and Elementary music perform annually for this event.

Senior Citizens Luncheon: In December of 2018 the instrumental and vocal music students of Arlington volunteered their time to perform for our guests.

Soaring Sound Show Choir: In October, the show choir attended the Peru State Show Choir Festival. In December, the show choir performed for the Fireman's annual pancake breakfast. Show Choir attended three competitions in February including NCD, UNO, and Midland Festival of the Arts. Students earned a Gold Award at the Midland Festival of the Arts. Show Choir we are awaiting our last big event at District Music Contest.

Community: In addition to other community events listed, vocal students have performed for the Arlington Fall Festival as well as at the Arlington Community Church for a women's meeting.

District Music Contest: On April 12th and 13th the Arlington Music Department will perform at the District Music Contest at Blair. This year we will have 8 instrumental solos/ensembles and 12 vocal solos/ensembles performing as well as the Arlington High School Band, Arlington High School Mixed Chorus and Soaring Sounds Show Choir.

Middle School Recital: Middle school vocal/instrumental students have just begun their preparations for their recital in May. Many solos and ensembles are in progress for this

performance.

Secondary Principal's Report For the April 2019 Board Meeting

Awards-

***Midland Outstanding High School Leaders**

Congratulations to Remington Gay, Madison Brennfoerder, and Jaidyn Spoon for being selected Outstanding High School Leaders. They recently attended a banquet at Midland University in their honor. Each student is eligible for a \$25,000 scholarship to Midland that is renewable for four years!

***Stock Market Winners**

Some 8th grade students in Mrs. Koger's class are being acknowledged for their expertise investing in the stock market. We have at least 3 students attending who won the competition in the fall and we currently have a few top placed teams for the spring competition.

Art -

The Arlington Art show is April 17. In addition to featuring works of art from local high school students, mobile glass blowing representatives from Hastings College will be here for a variety of demonstrations.

State Testing

- NSCAS ELA, Math, and Science testing will begin in mid-April for middle school students.
- ACT testing has been moved from April 2 to April 24 for all juniors

Honors Night

The Arlington High School Honors Night is scheduled for Thursday, April 25 at 7:00 pm.

Graduation

Graduation will be held on Sunday, May 19 at 1:00 pm. The final day for seniors is Wednesday, May 15.

MCC Construction Trailer

The Metro Community College construction trades trailer was here on March 12th. Students had the opportunity to learn a little bit about plumbing, heating, air, electrical, etc... while discussing a variety of trades that are in demand.

April 2019 Elementary Principal Report

Musical – We had over 30 elementary students practice and perform in this year's musical, The Little Mermaid. Both performances were amazing.

Omaha Street Percussion for NSCAS Kick-Off – The Omaha Street Percussion came to get students excited for our upcoming NSCAS testing. Students were able to participate in the fun, upbeat, and entertaining music that was provided.

Preschool Parent Meeting - The preschool parent meeting took place on Monday, March 18. We had approximately a dozen families in attendance. We will have a full preschool next year with a waitlist.

Therapy Dog - Mrs. Harris is working with Linda and her dog Pepsi to come in a couple of times at the end of the year. The think provided documents the benefits of therapy dogs in schools.

<https://docs.google.com/presentation/d/1oc2d7VLAJCRn5r92Gx6JJLoyCfqjnIjo4kxzswZpmbg/edit?ts=5ca75d21#slide=id.p>

James Shada
April 2019
Board Report

Athletic Banquet

The Booster Club Athletic Banquet will be held on May 5th at 5:00 p.m. in the Rybin building. The Washington County Ag Society has confirmed that the building will be open for our banquet. The event will not include a full meal due to the significant expense associated with the meal, allowing us to dedicate the majority of moneys raised to our athletes' equipment and facility needs. The booster club will be serving a dessert. There has been a separate committee that has been formed with parents and school employees to help take on this large production. Once again our multimedia class will create the slide show that will have pictures from all sports from this school year for the banquet.

Spring Sports

Track, baseball and boys golf are in full swing. Boy's golf has had their first competition on April 3rd. Our golf team will compete eleven times including our home invite on April 26 at Fremont Country Club. We are fortunate to host our two home big invitational track meets in May. We are looking forward to some great weather in May. The home Junior High meet is on May 2nd and the Varsity on May 3rd. The baseball players, coaches, and parents have been outstanding this season. Our home field is currently recovering from the flood and we have been working with all the proper agencies. I would like to thank Mrs. Johnson and Mr. Reed for handling all the meetings with the insurance company. I have lined up contractors to come in and do the repairs after insurance is finished with their process and procedures.

Spring Events

- 4/3- 4/5 FFA State Conference
- 4/4- 4/6 FBLA at State Leadership Conference
- 4/11-4/13 State Skills USA
- 4/15 High School Music Concert
- 4/12-13 District Music Competition
- 4/25 High School Honors Night
- 5/5 Athletic Banquet

NASB Monthly Update for Board Meetings

Agenda Item: APRIL 2019

“NASB Update”

Welcome to April. The Legislature is over half of the way through and are now into full days with Committee Hearings being over. Priority Bills have been chosen, so keep close tabs on NASB’s Advocacy efforts. As specific bills come to the floor for full debate, we may be needing your help in contacting your Senators to explain both the good and bad of particular bills.

In late March, NASB facilitated meetings with members of the Revenue Committee, and school board members from their district. The meetings were very successful, and something we look at doing in the future with other committees. With that, mark your calendars and join us:

- **Thursday, April 25** ... NASB Legislative Lunch & Meeting with Senators, 11a to 130p ... RSVP now to mbelka@NASBonline.org

With a lot of movement and updates daily now ... stay up to speed on all bills, most of which have constant movement, bookmark “Bills to Follow” at the Government Relations section of www.NASBonline.org

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

It is important to know how each specific bill impacts your specific district and community in both the short term, and long term. Note the talking points on specific bills under the “Summary” tab as well. Please let NASB know how we can help.

April will see the **Spring Legal Workshops** titled ‘School Law for Board Members – A Primer and Legislative Update’

- April 16 | Gering Civic Center
- April 17 | Holiday Inn Express - North Platte
- April 24 | ESU 3 - La Vista

Mark Your Calendar for **NASB’s June networking and events** as well: Registration, and more detailed information is coming soon!

- June 13 | New Board Member Follow-Up Retreat | Kearney
- June 13 | NASB Member Golf Outing | Kearney (RSVP to sendorf@NASBonline.org)
- June 13-14 | School Law Seminar | Kearney

You can learn more, and register for the above events at www.NASBonline.org

Stay engaged online at www.NASBonline.org

Follow NASB on twitter at www.twitter.com/NASBonline using the hashtag #liveNASB and on facebook at www.facebook.com/NASBonline

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

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

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



AIA® Document B203™ – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:
(Name and location or address)

Master Planning and Miscellaneous Services (potentially including remodeling and construction) for Arlington Public Schools

THE OWNER:
(Name, legal status and address)

Arlington Public Schools, a/k/a Washington County School District 89-0024
705 N. 9th Street
Arlington, NE 68002

THE ARCHITECT:
(Name, legal status and address)

DLR Group, Inc. (a Nebraska corporation)
6757 Frances Street, Suite 200
Omaha, NE 68106

THE AGREEMENT

This Standard Form of Architect's Services is dated the 3rd day of April in the year 2019. Attached hereto is the AIA Document B103™-2017. In the event the Owner moves forward with the Project(s) identified by the Owner or Architect through the services provided in this Agreement, the parties will negotiate the remaining terms of the AIA Document B103™-2017.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Site(s) to be evaluated:
(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

Init.

Arlington Public Schools, 705 N. 9th, Arlington, NE and any other site(s) agreed upon by the parties

§ 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

TBD

§ 1.1.3 The Architect shall retain the following consultants:

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

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

The Request for Qualifications (RFQ) for Master Planning and Misc. Services for Arlington Public Schools issued by the Owner (6 pages) and Facility Master Planning Proposal dated February 7, 2019 submitted by the Architect (52 pages)

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.

§ 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 comparisons regarding multiple sites, if selected,
- .6 conclusions and recommendations, and
- .7 other:

Init.

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect’s responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect’s Site Evaluation and Project Feasibility Services and the Owner’s Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 2.6.1 Preliminary assessment of Owner’s Development Objectives	Architect
§ 2.6.2 Site evaluation	Architect
§ 2.6.3 Identification of environmental requirements	Not Provided
§ 2.6.4 Site context description	Architect
§ 2.6.5 Cultural factor assessment	Not Provided
§ 2.6.6 Historic resource inventory	Not Provided
§ 2.6.7 Building evaluation	Architect
§ 2.6.8 Conceptual drawings	Architect
§ 2.6.9 Estimate of the cost of the Work	Architect
§ 2.6.10 Public hearings and meetings	Architect
§ 2.6.11 Other Site Evaluation and Project Feasibility Services	Architect

§ 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

§ 2.7.1 Preliminary Assessment of Owner’s Development Objectives. Provide a preliminary assessment of the Owner’s Development Objectives and identify constraints and opportunities that will impact them.

§ 2.7.2 Site Evaluation. Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing codes, ordinances, and regulations that impact the Owner’s Development Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

§ 2.7.3 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner’s Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.

§ 2.7.4 Site Context Description. Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner’s Development Objectives on the surrounding sites and community.

§ 2.7.5 Cultural Factor Assessment. Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner’s Development Objectives on the cultural significance of the site, surrounding sites, and community.

§ 2.7.6 Historic Resource Inventory. Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

§ 2.7.7 Building Evaluation. Conduct an evaluation, based on visual observation, of the existing buildings on the site. The evaluation shall summarize, in general terms: (1) the buildings' existing uses; (2) elements or components of the buildings that do not comply with applicable codes and regulations; (3) the buildings' predominant materials and their conditions; (4) the buildings' structural systems and their conditions; (5) the buildings' mechanical, electrical, and plumbing systems and their conditions; and (6) potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

§ 2.7.8 Conceptual Drawings. Prepare conceptual development drawings based on the Owner's Development Objectives. The drawings may show, as the Architect deems appropriate, land use, building placement, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.

§ 2.7.9 Estimate of the Cost of the Work. Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site.

§ 2.7.10 Public Meetings and Hearings. Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner. Prepare presentation materials as necessary for such public meetings and hearings.

§ 2.7.11 Other Site Evaluation and Project Feasibility Services Identified in Section 2.6.11:
(Describe the Site Evaluation and Project Feasibility Services, if any, identified in Section 2.6.11.)

The Architect shall also provide any planning services identified in its Facility Master Planning Proposal dated February 7, 2019

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () in person meetings with the Owner or the Owner's consultants
- .2 () visits to the site by the Architect
- .3 () presentations of any portion of the Services to third parties as requested by the Owner
- .4 () preparation for, and attendance at, public hearings and meetings

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project. If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

Hourly not to exceed \$12,000 (see DLR Group Hourly Billing Rates); Reimbursable Expenses at actual cost, not to exceed \$2,000

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See attached Exhibit of DLR Group Hourly Billing Rates

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

Init.

Additions and Deletions Report for AIA® Document B203™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:43:27 ET on 04/04/2019.

PAGE 1

Master Planning and Miscellaneous Services (potentially including remodeling and construction) for Arlington Public Schools

...

Arlington Public Schools, a/k/a Washington County School District 89-0024
705 N. 9th Street
Arlington, NE 68002

...

DLR Group, Inc. (a Nebraska corporation)
6757 Frances Street, Suite 200
Omaha, NE 68106

...

This Standard Form of Architect's Services is ~~part of the accompanying Owner Architect Agreement (hereinafter, together referred to as the Agreement) dated the ___ day of ___ in the year ___.~~
(In words, indicate day, month and year.) dated the 3rd day of April in the year 2019 . Attached hereto is the AIA Document B103™-2017. In the event the Owner moves forward with the Project(s) identified by the Owner or Architect through the services provided in this Agreement, the parties will negotiate the remaining terms of the AIA Document B103™-2017.

PAGE 2

Arlington Public Schools, 705 N. 9th, Arlington, NE and any other site(s) agreed upon by the parties

...

TBD

...

The Request for Qualifications (RFQ) for Master Planning and Misc. Services for Arlington Public Schools issued by the Owner (6 pages) and Facility Master Planning Proposal dated February 7, 2019 submitted by the Architect (52 pages)

PAGE 3

§ 2.6.1	Preliminary assessment of Owner's Development Objectives	<u>Architect</u>
§ 2.6.2	Site evaluation	<u>Architect</u>

§ 2.6.3	Identification of environmental requirements	<u>Not Provided</u>
§ 2.6.4	Site context description	<u>Architect</u>
§ 2.6.5	Cultural factor assessment	<u>Not Provided</u>
§ 2.6.6	Historic resource inventory	<u>Not Provided</u>
§ 2.6.7	Building evaluation	<u>Architect</u>
§ 2.6.8	Conceptual drawings	<u>Architect</u>
§ 2.6.9	Estimate of the cost of the Work	<u>Architect</u>
§ 2.6.10	Public hearings and meetings	<u>Architect</u>
§ 2.6.11	Other Site Evaluation and Project Feasibility Services	<u>Architect</u>

PAGE 4

The Architect shall also provide any planning services identified in its Facility Master Planning Proposal dated February 7, 2019

PAGE 5

Hourly not to exceed \$12,000 (see DLR Group Hourly Billing Rates); Reimbursable Expenses at actual cost, not to exceed \$2,000

...

See attached Exhibit of DLR Group Hourly Billing Rates

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

Architect.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:43:27 ET on 04/04/2019 under Order No. 4615262306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B203™ – 2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

 **AIA[®] Document B103[™] – 2017****Standard Form of Agreement Between Owner and Architect for a Complex Project**

AGREEMENT made as of the 3rd day of April in the year 2019
(In words, indicate day, month and year.)

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

Arlington Public Schools, a/k/a Washington County School District 89-0024
705 N. 9th Street
Arlington, NE 68002

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

DLR Group, Inc. (a Nebraska corporation)
6757 Frances Street, Suite 200
Omaha, NE 68106

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

Master Planning and Miscellaneous Services (potentially including remodeling and construction) for Arlington Public Schools

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

TBD

§ 1.1.2 The Project's physical characteristics:

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

TBD

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

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

TBD

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

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(826961465)

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

TBD

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7
(Paragraphs deleted)
Intentionally deleted.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

.2 Scheduling Consultant:

.3 Geotechnical Engineer:

.4 Civil Engineer:

.5 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2. Notwithstanding anything in this Agreement to the contrary, the Architect shall inform the Owner of the name and address of each consultant retained by Architect working on the Project, regardless of when such consultant is retained. Owner may, at any time with reasonable cause, object to any of the Architect's consultant's working on the Project, in which case the Architect shall replace such consultant.
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.1.1 The Architect hereby represents that it (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

The Architect agrees that its designs, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to certify that it has taken every reasonable measure to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect’s responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner.

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$1,000,000 per accident and \$1,000,000 in the aggregate 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.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The Architect shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

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

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

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

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

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

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

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

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

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

§ 5.8 Intentionally deleted.

§ 5.9 The Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.

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

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

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

§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Contractor that the Owner knows relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

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

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

§ 7.4 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

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

(Paragraphs deleted)

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

§ 8.3 The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

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

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

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

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.13 The Architect shall protect, defend, indemnify, and hold the Owner harmless from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees):

- .1 in the event that a claim or mechanic's lien is asserted by one of the Architect's consultants or contractors for non-payment by the Architect to that consultant or contractor after the Owner has made payment to the Architect on account of that consultant's or contractor's work;
- .2 for all damages, losses, or claims, including reasonable legal expenses, that arise as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its Consultants; and
- .3 in whole or in part, of the breach of this Agreement or any implied covenants deemed to be applied thereto, intentional acts, omissions, or other failures to perform by the Architect, his employees, his agents, or his Consultants.

§ 10.14 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

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

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

§ 10.17 Architect's federal employer identification number is: _____.

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

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

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

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

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

§ 10.22 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: _____. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 10.23 In no event shall the Architect be liable to the extent that damages constitute "first costs" or "betterment." First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made. Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services, the Owner shall compensate the Architect as follows: TBD

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis

Init.

(Insert percentage value)

() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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

TBD

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

Hourly billing rates as provided in § 11.7.

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

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

Schematic Design Phase	percent ()	%
Design Development Phase	percent ()	%
Construction Documents Phase	percent ()	%
Procurement Phase	percent ()	%
Construction Phase	percent ()	%
<hr/>			
Total Basic Compensation	one hundred	percent (100 %)

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

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(Paragraphs deleted)

Init.

See attached Exhibit of Hourly Billing Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally omitted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally omitted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally omitted;
- .9 Intentionally omitted;
- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective except as otherwise provided in this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9

(Paragraphs deleted)

Intentionally deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

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

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

1 % monthly

§ 11.10.2.2 Intentionally deleted.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such

Init.

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User Notes:

(826961465)

insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

§ 12.2 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B103™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

DLR Group Hourly Billing Rates

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

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B103™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:11:56 ET on 04/03/2019.

PAGE 1

AGREEMENT made as of the 3rd day of April in the year 2019

...

Arlington Public Schools, a/k/a Washington County School District 89-0024
705 N. 9th Street
Arlington, NE 68002

...

DLR Group, Inc. (a Nebraska corporation)
6757 Frances Street, Suite 200
Omaha, NE 68106

...

Master Planning and Miscellaneous Services (potentially including remodeling and construction) for Arlington Public Schools

PAGE 2

TBD

...

TBD

...

TBD

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

PAGE 3

TBD

...

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Intentionally deleted.

~~§ 1.1.7.1~~ If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

PAGE 4

~~§ 1.1.12~~ The Architect shall retain the consultants identified in Sections 1.1.12.1 and ~~1.1.12.2~~ 1.1.12.2. Notwithstanding anything in this Agreement to the contrary, the Architect shall inform the Owner of the name and address of each consultant retained by Architect working on the Project, regardless of when such consultant is retained. Owner may, at any time with reasonable cause, object to any of the Architect's consultant's working on the Project, in which case the Architect shall replace such consultant.

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

...

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

§ 2.1.1 The Architect hereby represents that it (and the individual architects and engineers it employs on this Project) are licensed to practice Architecture (or Engineering, as the case may be) as required by law in the State of Nebraska. Nothing in this Agreement shall be construed to authorize performance by the Architect at a standard of care that is reduced from that which is required by law and which is expected of architects practicing under similar circumstances and conditions.

The Architect agrees that its designs, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to certify that it has taken every reasonable measure to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of

the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner.

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

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The Architect shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty days prior to any cancellation, nonrenewal, or material modification of a policy. Insurance coverage shall be written on an occurrence basis and shall be maintained for benefit of the Owner without interruption from the date of commencement of this Agreement until at least through any warranty period covering the Project but in no case for less than thirty-six (36) months after the Date of Substantial Completion of the Project or after the date of Termination of this Agreement, whichever period ends later.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$—)~~ \$1,000,000 for each occurrence and ~~(\$—)~~ \$2,000,000 in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—) per accident~~ \$1,000,000 per accident and \$1,000,000 in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$—)~~ \$1,000,000 each accident, ~~(\$—)~~ \$1,000,000 each employee, and ~~(\$—)~~ \$1,000,000 policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—)~~ \$1,000,000 per claim and ~~(\$—)~~ \$5,000,000 in the aggregate.

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

...

§ 2.5.9 The Architect shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Agreement. The Architect shall provide such written notice within three (3) business days of the date the Architect is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever occurs first.

§ 3.1 ~~The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil, and other consulting engineers) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work,

whether or not those Services are individually listed or referred to in this Agreement, the only exceptions to this being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being "the Owner's responsibility" or "Owner-provided"; and (2) the cost of those engineering or consulting Services that become necessary as a result of an Owner-directed change in Project scope affecting the Architect (and that are the subject of a written agreement for Additional Services between the Owner and the Architect).

...

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall be fully responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."

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§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

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

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

...

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

PAGE 9

~~§ 3.4.2 The Architect shall incorporate the design prepare Construction Documents that conform with the laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.~~
Project.

PAGE 10

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, shall~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.~~

PAGE 11

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

...

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

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 13

§ 4.1.1 ~~The services Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. Owner may request other Supplemental Services of the Architect. Supplemental Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Supplemental Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.~~

...

§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Cost estimating	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	

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

- ~~.1 — Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;~~
- ~~.2 — Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~.3 — Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~.4 — Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 — Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~.6 — Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 — Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 — Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 — Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.10 — Consultation concerning replacement of Work resulting from fire or other cause during construction;~~
or,
- ~~.11 — Assistance to the Initial Decision Maker, if other than the Architect authorization.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1 — Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 — Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 — Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 — Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- ~~.1 — () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~.2 — () visits to the site by the Architect during construction~~
- ~~.3 — () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4 — () inspections for any portion of the Work to determine final completion.~~

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

~~Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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

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

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

...

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. Intentionally deleted.~~

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

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

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§ 5.13 The Owner shall endeavor to include the Architect in all communications with the Contractor that the Owner knows relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the

Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

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

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

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§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. ~~The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.~~

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

...

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

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to hold the Architect and its consultants harmless from claims that may arise from any reuse.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 filing of a complaint or other appropriate demand for 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 proceeding 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 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 in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 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).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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

§ 8.3 The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

~~§ 9.5~~ The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1~~ — Termination Fee:

~~.2~~ — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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

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

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

~~§ 9.4~~ This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

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

~~§ 9.6~~ In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal The Owner shall compensate the Architect for

all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-s of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located.

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

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

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

...

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

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

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

standard of professional practice set forth in this Agreement.

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

§ 10.13 The Architect shall protect, defend, indemnify, and hold the Owner harmless from and against any claims, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees):

- .1 in the event that a claim or mechanic's lien is asserted by one of the Architect's consultants or contractors for non-payment by the Architect to that consultant or contractor after the Owner has made payment to the Architect on account of that consultant's or contractor's work;
- .2 for all damages, losses, or claims, including reasonable legal expenses, that arise as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Architect, its employees, its agents, or its Consultants; and
- .3 in whole or in part, of the breach of this Agreement or any implied covenants deemed to be applied thereto, intentional acts, omissions, or other failures to perform by the Architect, his employees, his agents, or his Consultants.

§ 10.14 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

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

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

§ 10.17 Architect's federal employer identification number is: _____.

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

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

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

safety and health of its faculty, staff, students, and visitors

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

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

§ 10.22 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: _____ . The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

§ 10.23 In no event shall the Architect be liable to the extent that damages constitute "first costs" or "betterment." First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made. Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

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

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TBD

...

Hourly billing rates as provided in § 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (____%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Architect.

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

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit of Hourly Billing Rates
Employee or Category

Rate (\$0.00)

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- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally omitted;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project; Project except as otherwise provided in this Agreement;~~
- ...
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally omitted;~~
- ...
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally omitted;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses; Intentionally omitted;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project-related expenditures; Objective except as otherwise provided in this Agreement.~~

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred; consultants.~~

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

~~Intentionally deleted.~~

...

~~1 % monthly~~

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding; Intentionally deleted.~~

...

~~(Include other terms and conditions applicable to this Agreement.)~~

~~§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.~~

§ 12.2 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which accrue as a result of any error or omission by the Architect or as a result of the Architect's breach of any provision in this Agreement.

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

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

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

...

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

...

DLR Group Hourly Billing Rates

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:11:56 ET on 04/03/2019 under Order No. 4615262306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



COACH MASTERS

INCORPORATED

2017 FREIGHTLINER – THOMAS C2

Thomas Lease Return

Capacity: 71 Passengers

Engine: Cummins ISB - 6.7 Liter (220 HP – 600 ft lb Torque)

Transmission: Allison 2500 - 5 speed Automatic

Brakes: Air

Mileage: 30k range

Available: Summer 2019

OPTIONS:

Push Button Air Operated Entrance Door

Air Ride Driver's Seat

Air Ride Suspension

Bendix AD-9 Air Dryer with heater

DV-2 Automatic Drain Valves w/ heater on all air tanks

Heated Fuel/Water Separator

Electric Grid Intake Heater

750 Watt Engine Block Heater w/ plug in front bumper

AM/FM Radio w/ CD Player and PA

39" School Bus Seats

High 78" Headroom

100 Gallon Fuel Tank

Micheline 11R22.5 Tires w/ Mud & Snow Tread on drive axle

84,000 BTU Rear Heater

84,000 BTU Mid Bus Heater

White Roof

Tilt Steering Wheel

Cruise Control

Pre/Post -Trip Exterior Light Check

Heated/Remote Control Exterior Mirrors

Tinted Windows

Strobe Light

Back Up Alarm

Blue Fire Block Upholstery

LED Stop Arm Lights

LED Lights – Entire Bus

Factory engine and transmission warranty until 08/04/2021

PRICE.....\$72,350.00

Subject to prior sale

Dean Carroll
General Manager

Mid States
SCHOOL BUS INC.

Cell: 402-369-1302
Office: 402-375-2887
Fax: 402-375-5310
216 W. 1st St. | Wayne, Ne 68787
www.midstatedschoolbus.com



****2017 Thomas C2**

77 passenger

Cummins 6.7L diesel motor 240 HP

Allison transmission

Air brakes

Rear air ride

Drivers air seat

Rear heat at location 5 and 10 (Midship)

Tinted Windows

Radio with CD (No Page System)

Heated exterior mirrors (No remote)

Stepwell and drivers heaters

08/15/2016....5 years for engine and transmission

60 gallon fuel tank

28K miles...approximate

\$62,250

2018 Blue Bird Vision

71 passenger

Cummins 6.7L diesel motor 200 HP

Allison transmission

Heated exterior mirrors

Air brakes

Drivers air seat

100 gallon fuel tank

Heated and remote exterior mirrors

Undercarriage storage on both sides

30K miles

\$76,250

2017 Blue Bird Vision

71 passenger on a 77 passenger chassis

Cummins 6.7L diesel motor 200 HP

Allison transmission

Heated exterior mirrors

60 gallon fuel tank

Air brakes

Drivers air seat

AC

Undercarriage storage

26K miles

\$75,250

I can add an 8 foot undercarriage storage for \$3K, I think that I could go up to two of these, one on each side.



ARLINGTON PUBLIC SCHOOLS

HOME OF THE EAGLES

2020 THOMAS/FREIGHTLINER C2 SCHOOL BUS 77 PASSENGER

**COST: \$89,350 or \$88,512 (for 71 passenger) plus \$190/unit for remote mirrors
Discount \$600/unit if purchasing two units.**

AIR INTAKE

Donaldson PowerCore air cleaner with 24 month service intervals. Air intake warmer

AIR RESTRICTION INDICATOR

Engine compartment mounted air restriction indicator

ALTERNATOR

Delco Remy 200 AMP 12 Volt pad mounted with automatic spring loaded tensioner

AXLES

Set back 10K AF single front includes oil lubed hubs
21K LB R-SRS single rear axle. Governed at 75 MPH
Magnetic rear axle drain and fill plug.

BARRIERS

(2) 39" barriers covered with fire block and right side modesty panel

BATTERIES

(3) Alliance 2200 CCA- skirt mounted battery box with slide out tray frame mounted

BODY PANELS

Exterior 20 gauge galvanized- Interior 22 gauge Galvalume from belt line to seat rail

BOOK RACKS

Tube type book racks mounted over seats both sides with padded ends

BRAKES

Dual full air brake package includes BW DV-2 Auto drain valve, Bendix AD-IP air dryer with heater, Cummins 18.7 CFM compressor, Meritor 16.5 X 7Q+ cam rear brakes, Meritor 15 X 4Q+ c double anchor cam front brakes, Gunitite iron hubs, Meritor automatic slack adjusters, steel air brake reservoirs inside frame rails, BW DV-2 auto drain valve, Wabco 4S/4M ABS, one valve parking brake system with warning indicator. Dust shields

BUMPER

Heavy duty front swept back style matching the hood shape. Rear bumper is 1.6 times stronger than triple profile bumpers. Bumper is formed in shape of roadside guardrail and is tucked into side skirts to prevent catching.

COOLING SYSTEM

870 sq. in. aluminum core radiator equipped with Mylar tank for easy coolant level visibility. All radiator hoses are Gates heavy-duty hoses with constant torque spring clamps. Long life coolant protected to -40 (5 years/150, 00 miles) 25" cooling fan with 9 nylon blades with viscous fan clutch. Low coolant sensor light

CONSTRUCTION

Eight ply rubber body to frame insulators on each cross member. Double bolted body to frame clips. Stamped one-piece wheel wells to reduce dust and water leaks. 14 gauge Galvalume U shaped side skirt reinforcements. Two crash rails installed between interior and exterior roof panels. Roof bows extend below floor line. Interior floor bumper 2" steel plate. Rear body 14 gauge reinforcements. Dual 16 gauge Galvaneel roof rail stringers. Closed section, box type, rear corner post design. Automotive style firewall.

DASH GAUGES

Speedometer, Odometer, Tachometer, Hour meter, Voltmeter, Oil pressure, Fuel, Trip meter, Water temperature, Transmission temperature, High-low beam indicator, turn signal indicators, low coolant light, low oil pressure or high coolant temperature warning light and buzzer

DIAGNOSTICS

SAE 9 pin diagnostics interface connector mounted under dash, electronic engine integral warning and derate protection system. Dash mounted diagnostic panel for electrical system. Multi-plex electronics

DRIVER'S COMMAND CENTER

Mounted left of driver with up to 24 rocker switches with LED backlighting for electrical equipment with rheostat control switch. Side-mounted driver's storage and floor mounted clipboard holder. Cell phone outlet. Two cupholders.

DRIVELINE

SPL 100 Dana Spicer main drive line has computerized angle alignment. Iron flywheel

housing.

ELECTRONIC STABILITY CONTROL

Electronic Stability Control is a computerized technology that improves a bus's traction by detecting and reducing skidding.

ELECTRICAL SYSTEM

12-volt system with color-coded and numbered wiring with matched weatherproof connectors. All that passes through metal is grommeted. ECMs are chassis frame mounted. Automatic circuit breakers protected by solid-state technology. Switches are rocker type design and provide "Smart Switch" technology that can be repositioned without rewiring or reprogramming. Diagnostic interface connector 9-pin. Only bus with multiplex wiring in chassis and body.

ENGINE

Cummins 6.7L @2300 RPM, 2600 Gov 600 LB/FT torque in line 6 turbo diesel
750 watt block heater mounted in bumper, heated fuel/water separator, cruise control

ENTRANCE & REAR DOORS

Three position toggle switch, air or electric operated outward opening with heavy duty telescoping dual brackets and vandal lock system installed. Four inch header pad installed above door. 86" high clear opening. Stainless steel assist rail. Rear door is located in center rear. Entrance door has 32" x 23" top storm glass and 32" x 14" bottom glass with protective shields to keep hands and fingers away from sliding components.

EXHAUST

Single right hand horizontal muffler with horizontal tail pipe

FENDERETTES

Mounted over rear wheel wells

FLOOR COVERING

5/8" Plywood floor with heavy-duty black vinyl. All floor seam separations sealed and covered with durable rustproofed metal stripping. Cove molding along the wall. Molded rubber wheel housing covers. Rubber covered entrance step also has white nosing installed. Entire floor is sealed with adhesives

FRAME

Dual C channel main frames, full length made of 5/16" x 3" x 10 1/8" steel frame
120,000 PSI, 1,225,000 RBM, powder coated finish. Class 8 truck type 7.5 "x 33.5"
reinforced cross members. Tow hooks front and rear

FUEL TANK

65 gallon capacity safety mounted between frame rails and behind rear axle with protective cage and rear skid plate gives added protection against damage in the event the vehicle is backed over an object. Heated 11.5 DEF tank with heated lines & hinged fuel

tank door

GLOVE BOX

(1) Large glove box located above driver and (1) bulkhead storage compartment where safety equipment is stored.

HEATERS/DEFROSTER

93,000 BTU left front, 84,000 BTU mid bus, 84,000 BTU rear left side, Automotive style 4-speed front heater dash vents with automotive style electronic dash mounted controls. Bergstrom booster heat pump, removable filters, shut off ball type valves. Full width ducted air for windshield, driver's window and entrance door glass. (2) Defroster fans mounted over driver's window and windshield.

HEADROOM

78" Interior height

HOOD

Sloping hood design for over the hood visibility at 11 ft. Splashguards are hood mounted for easy engine access. Grill is removable for easy serviceability and hood includes integrated plenum with two expulsion valves to remove moisture and contaminants.

HORNS

Dual electric with center steering wheel activation

INSULATION/NOISE REDUCTION PACKAGE

1.5" Fiberglass in ceiling, bulkheads, walls, 2" thick fire resistant thermo-bonded polyester insulation in rafter cavities, sound abatement package, and undercoating. Acoustic ceiling panels. Special urethane spray dust control package.

LETTERING

ARLINGTON PUBLIC SCHOOLS on sides in 6" black letters. Unit numbers as needed. Yellow reflective striping as required by state regulations.

LIGHTS

Halogen extended life headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch with rheostat control. LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red at belt line Warning- eight lamp warning system flush mounted with Lexan covers 27% bigger than 7" round lights. LED Marker/Cluster-Per FMVSS with shields, strobe- clear third section from rear, centered. Step well-hooded step light, skirt mounted entrance door light, step light switch. LED Side mounted turn signals on fender and side panels
Automatic light check system.

MANUALS

Printed operator's maintenance manual including electrical troubleshooting guide, web based service and parts access. Line set ticket

MIRRORS

Rosco 7" X 10" heated and side mirrors and Rosco Hawkeye heated mirrors with tripod bracket. Interior 6" x 30"

MUD FLAPS

HD Front and rear

PAINT

Exterior painted National School Bus Yellow with black trim using lead free BASF paint. Interior painted light gray and roof painted white

RADIO

Delphi AM/FM/CD/WB with PA and 8 premium speakers, auto reverse mute and speed compensated volume

ROOF HATCHES

(2) Transpec roof hatches installed in self-sealing pre-cut panels

RUB RAILS

Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Seat rail is one piece formed to length, 14 gauge Galvalume. Rub rails are secured with huck rivets.

SAFETY EQUIPMENT

(2) Nebraska first aid kits, one mounted in storage compartment above driver, one mounted at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit mounted in same storage compartment. 112DB back up alarm.

SAFETY SOLENOID SWITCH

Single switch for complete shutdown of all heaters and radio at railroad crossings

SAF-T-VUE WINDOWS

Upper and lower pane 352 square inches. Located in front of the entrance door to provide vision of the blind spot by the right front wheel without the use of a mirror.

SEAT/DRIVER

National, heated, cloth, high back, adjustable, air seat with three point retractable shoulder harness, armrests, and adjustable lumbar support.

SEAT/PASSENGER

(25) 39" & (1) 26" FMVSS passenger seats covered with 42 oz. blue, gray, or green leatherette fire block material and pivot cushion for cleaning with powder-coated frames

STEERING

TRW TAS-55 with full power steering. Gear driven hydraulic pump. 19" diameter padded tilt and telescopic steering wheel. 55 degree wheel cut makes this the most maneuverable of any bus in its class

STOP ARM

Power electrically operated stop arm with wind guard. Highly reflective and equipped with high intensity LED strobe lights. Controlled by an electric switch and door operation in conjunction with 8 lamp warning system

SUSPENSION

9K LB taper leaf front with maintenance free rubber bushings and spring wear pads
21,000# air ride rear suspension

TIRES

(2) Hankook 11R22.5 14 ply front
(4) Hankook 11R22.5 M/S 14 ply rear

TRANSMISSION

Allison 2500 PTS automatic 6 speed O/D

WHEELBASE

276"

WHEELS

Accuride 22.5 x 8.25-painted black 10-hole hub piloted
Chicago Rawhide oil wheel seals. Tire/wheel balanced with lead free weights

WINDOWS

ABS automotive grade technology 12" high x25" wide opening split sash tempered glass. All side and rear passenger windows tinted, bonded, and banded. Four-tinted tempered push out windows; all interior and exterior window frames are flat black. Thermo pane driver's storm window and entrance door windows.

WINDSHIELD

Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.

WINDSHIELD WIPERS

Electric, intermittent 5 speed heavy duty wet arm wipers. Bottom mounted overlapping automotive style pattern resulting in 1537 square inches of wiped windshield for safety. Wiper motor is accessible for service under engine hood.

WINTER FRONT COVER

Snap on cover for grill in yellow

WARRANTY

Base: Limited 3 year bumper to bumper

Body: Limited 5 years /unlimited miles

Chassis: Limited 5 years/100,000 miles

Cummins Engine: Limited 5 year/100,000 miles

Allison Transmission: Limited 7 years/unlimited miles

Axles: Limited 5 year/ unlimited miles includes king pins

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

Legal Reference: Neb. Rev. Stat. 79-443

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsStudent Records

School staff shall maintain student records in compliance with state and federal law.

Confidentiality of Student Records.

Student files and other education records shall not be released or divulged except in compliance with state and federal law.

School officials may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

A school official for purposes of access to education records is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

Student and Parent Access to Student Records.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. Non-custodial parents will be provided full and equal access to the education records of his or her child unless there is a court order to the contrary.

Maintenance and Destruction.

Student files or records shall be so maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed after the student's continuous absence from the school for a period of three (3) years.

Amendment of Student Records.

Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Principal to amend the records. If a decision is made not to amend the education records in accordance with the request, the Principal shall so inform the parents of the student and the Superintendent. The parent shall be advised of the right to a hearing.

If a hearing is requested, the Superintendent shall conduct a hearing (or delegate the role to another school official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

Legal Reference: Neb. Rev. Stat. §§42-364(4) & 42-381; Neb. Rev. Stat. §43-3001
Neb. Rev. Stat. §§79-2,104 & 79-2,105; Neb. Rev. Stat. §79-539
Neb. Rev. Stat. §§84-1201 to 84-1220
Family Educational Rights and Privacy Act of 1974

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsAcademic Progress

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Date of Adoption: August 8, 2016

Reviewed: October 10, 2016

StudentsGrading System

Grades K-6:

Grades are to be recorded systematically and periodically throughout each grading period.

At grades K-2, Arlington Public Schools shall use the following marking system:

Beginning - B - Overall student performance reflects unsatisfactory performance on standards/skills and insufficient understanding of content at grade level. A student scoring Beginning level inconsistently utilizes a variety of skills and strategies to comprehend content.

Progressing - P - Overall student performance reflects satisfactory performance on standards/skills and sufficient understanding of content at grade level. A student scoring at the Progressing level generally utilizes a variety of skills and strategies to comprehend content.

Meets Proficient - M - Overall student performance reflects high academic performance on standards/skills and a thorough understanding of the content at grade level. A student scoring in the Meets Proficiency level thoroughly utilizes a variety and strategies to comprehend content.

At grades 3-6, Arlington Public Schools shall use the following marking system.

100 – 98	A+
97 – 96	A
95 – 93	A-
92 – 91	B+
90 – 88	B
87 – 85	B-
84 – 82	C+
81 – 79	C
78 – 76	C-
75 – 74	D+
73 – 72	D
71 – 70	D-
69 – 0	F

Grades 7-12:

- a. Grading periods of approximately eighteen (18) weeks shall be used two (2) times per year.
- b. Achievement marks shall be given on a numerical basis for all grades 7-12, with the marks of 69 or lower considered a failure.
- c. Some alternative education classes, remediation lab classes, and dual credit classes not taught by our staff are graded as Pass (P)/Fail (F) and receive no mark points.

- d. STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in Arlington High School are as follows:

All classes except the **Identified Classes* will use a seven (7) point grading scale. The **Identified Classes* will use a ten (10) point scale. Notice that the pluses will receive higher mark points. The only difference between normal classes and **Identified Classes* is the seven (7) point and ten (10) point scale.

Normal Classes	*Identified Classes	Mark Points (Through 2014)	Mark Points (2015 and Beyond)	
100-98	100-97	4.33	4.00	A+
97-96	96-93	4.00	4.00	A
95-94	92-90	4.00	3.67	A-
93-91	89- 87	3.33	3.33	B+
90-88	86-83	3.00	3.00	B
87-86	82-80	3.00	2.67	B-
85-83	79-77	2.33	2.33	C+
82-80	76-73	2.00	2.00	C
79-78	72-70	2.00	1.67	C-
77-75	69-67	1.33	1.33	D+
74-72	66-63	1.00	1.00	D
71-70	62-60	1.00	1.00	D-
69 Below	59 Below	.00	0.00	F

The identified classes include: MATHEMATICS: Honors Geometry, Honors Algebra II, Algebra III, Calculus, and Pre-Calculus; LANGUAGE ARTS: College English I, College English II, and Honors English; FOREIGN LANGUAGE: Spanish III, Spanish IV; BUSINESS: Wealth Building Fundamentals and Personal Finance, Macroeconomics, Information Technology III, and Business Law; SOCIAL SCIENCE: Honors History; SCIENCE: Chemistry, Physics, Physiology and Anatomy, and Biology II, Chemistry II. (Students taking college level courses that exceed our offerings may be granted status as 'identified' and/or receive A+ status when an A is awarded with administrative approval.)

- e. For all other grading reports received on transfer students, the Superintendent and/or principal shall convert these to an approximately equal grade on our system in the event such grades need to be used for Arlington Public Schools purposes.

Date of Adoption: October 10, 2016

StudentsGraduation

To participate in commencement exercises or receive an Arlington Public Schools diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

It shall be the policy of Arlington Public Schools that to be eligible for graduation from Arlington High School, the candidate must have earned a minimum of 260 semester hours credit in grades 9 through 12 inclusive.

Further eligibility for graduation shall require the candidate to present a minimum of 40 earned semester hours credit during the school year in which he/she intends to graduate. Credit hours will be computed in accordance with the Nebraska Department of Education. All students must be enrolled as a full-time student at the time of their graduation.

Satisfactory completion of the following courses must be presented in the candidate's record:

<u>Language Arts</u> – 45 credit hours	
English 9	10
English 10	10
English 11	10
Beginning Speech	5
English 12	10

<u>Social Studies</u> – 35 credit hours	
World Geography	10
World History	10
American History-20 th Century	10
American Government	5

<u>Mathematics</u> – 30 credit hours	
Algebra I*	10
Geometry	10
Math Elective	10

* Students who passed Algebra I as an 8th Grader will meet the 30 credit hour requirement with additional math electives.

<u>Science</u> – 30 credit hours	
Physical Science	10
Biology	10
Science Elective	10

Practical Arts – 20 credit hours

Information Technology I	5
Information Technology II	5
Personal Finance and Business Economics OR Wealth Building Fundamentals and Personal Finance	5
Remaining credits can be obtained from Business, and/or Consumer/ Family Science, and/or Industrial Education, and/or additional computer classes.	10

Physical Education – 20 credit hours

Physical Education I/Health	10
P.E. Electives	10

Fine Arts – 10 credit hours

*These credits can be earned in the areas of Instrumental (10), Vocal Music (10), Art (10) or a combination Of Art (5) and Music (5)

Electives – 70 credit hours

Exceptions to these requirements may be made by the Board of Education upon the recommendation of the Superintendent, who will support the recommendation with justifiable reasons. A complete record of the recommendation and of the action taken upon it by the Board shall be included in the minutes. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance. Students receiving a Certificate of Attendance shall not be eligible to participate in graduation exercises.

Written notification will be made to parents of students who are in danger of not earning an academic diploma. It shall be required that the candidate have eight (8) semesters experience in grades 9-12.

Date of Adoption: October 10, 2016

StudentsEarly Completion Plan

Arlington Public Schools supports the concept of early completion as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion. The failure to meet any of the criteria or time lines listed in the policy may cause the student to become ineligible for early completion.

(1) A student will be allowed to transfer in a maximum of twenty (20) hours from educational courses taken outside the Arlington Public School District. These courses must have prior approval by the high school principal in order to be used to meet the graduation requirements of the Arlington Public Schools. Students transferring into Arlington Public Schools may transfer in hours that are listed on their official Transcript.

(2) A student will be able to use only five (5) hours of transfer credit in any one subject matter area.

(3) Students must meet all completion requirements established by the Board of Education in order to be eligible for completion as well as the credit hour requirements in each specific subject matter area:

- a. has met all graduation requirements as set forth in Policy 5205
- b. has maintained a cumulative grade point average equivalent of a B or above
- c. has scored at or above the 50th percentile in composite achievement in the most recent standardized achievement test
- d. has successfully met proficiency level in all state reported standards and/or met proficiency.

(4) Application for early completion must be requested, in writing, to the guidance counselor by March 1 of the applicant's Junior year of high school. The application forms should be obtained from the guidance counselor and the guidance counselor should be apprised of the student's intent for early graduation. The application must be accompanied by a written plan of action stating the reasons why the student is requesting early completion, the benefits to be derived and the plans or goals of the student. The application must contain signatures of the applicant's parents/parent/guardian to verify parental approval of early completion.

(5) The completed application form should be returned to the guidance counselor no later than April 1 of the applicant's Junior year.

(6) A conference will be arranged with the parent(s) and their son or daughter. Both the principal and the counselor will be involved in the conference. The intent of the conference is for the parents and the student to present their application for early graduation.

(7) The counselors and the principal will then present the list of early graduation applicants and their background information to the Board of Education. The Board of Education will act upon acceptance or denial of mid-term graduation at the June meeting of the Board of Education.

(8) The principal and/or counselor will notify all applicants of approval or denial by July 1 prior to the anticipated mid-term graduation.

Date of Adoption: June 14, 2010 and July 12, 2010
Reviewed: September 10, 2012; October 10, 2016

StudentsMake-up Work

Make-up work for students who are absent from school shall be governed by guidelines developed by the Superintendent or Superintendent's designee. The Guidelines shall state the criteria to be used in determining whether and to what extent the opportunity to complete class work, including examinations, missed during a period of disciplinary suspension will be granted.

The make-up work of students will be counted for course credit when satisfactorily completed according to the guidelines stated below; which are the Superintendent's guidelines, or such other guidelines as approved from time to time by the Superintendent or the Superintendent's designee.

To receive credit for work missed due to excused absences (e.g., personal illness, bereavement or emergency in the family, participation in an approved school activity), the student, upon returning to school, is responsible a) for requesting assignments for make-up work and b) for completing the make-up work on his/her own initiative by the due date. The teacher will provide materials, assistance and due date to a student who is making up work for these reasons.

To receive credit for work missed due to a parent requested prearranged absence (e.g., medical or dental appointment, religious observance, spectator at a school activity, family trip, college visit), the student is responsible a) for requesting assignments for make-up work prior to his/her absence and b) for completing the make-up work on his/her own initiative by the due date.

The date when make-up work is due will be determined by the teacher, with two (2) days, being allowed for each day absent up to a maximum of ten (10) days. Students who plan to miss school due to scheduled school activity or a parent requested prearranged absence may request assignments and make arrangements to complete part of all of the work prior to the absence.

Students and parents/guardians are advised that equivalent experiences for students who miss class are difficult and sometimes impossible to recreate. Parents/guardians are also advised that testing and summarizing activities often are scheduled at the end of the quarter and the end of the semester; parent requested prearranged absences should be avoided during these times.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsParticipation in the Graduation Ceremony

Students who have met the requirements of an Arlington High School diploma will participate in the graduation ceremony. A student with a disability who is progressing toward but is not scheduled to complete their prescribed course of study for at least one or more years past the graduation ceremony date of their class may participate in the graduation ceremony of their class, upon recommendation of his/her individual education program team prior to January 15. Such student will receive a progress certificate in lieu of a diploma at the graduation ceremony and then will return to his/her Arlington educational placement in the school year following their participation in the ceremony. A student may participate in the graduation ceremony only once.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsAssociation Activities

The Arlington Public School District is a member of the Nebraska School Activities Association which is a voluntary organization of public and parochial schools of Nebraska, organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Arlington Public Schools.

Students who represent Arlington Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsStudent Organizations

The Superintendent shall approve formal student organizations, provide adequate supervision, and administer student finances for student organizations and activities. Student organizations, as a vital part of the total education program, should accomplish the following criteria:

- 1) Extend and reinforce the instructional program.
- 2) Give students practice in democratic self-government.
- 3) Develop student morale and support for the school.
- 4) Honor outstanding student achievement.
- 5) Provide wholesome social and recreational activities.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsStudent Activities; Hazing, Fund-Raising and SupervisionInitiation & Hazing Activities

Initiations/hazing will not be permitted in Arlington Public Schools.

Fund-Raising

All groups desiring to raise money through fund drives in one form or another will present their requests on a form provided by the school to the elementary or secondary principal for their approval. The approval will be based on the following criteria:

- A. The purpose for the funds. Preference will be given to those activities in which usage of tax money would be doubtful or illegal, such as trips and awards of a personal nature. Any drive which seeks or tends to circumvent a Board decision will be rejected. A definite goal for the expenditure of the funds received must be established.
- B. The group's need for additional resources.
- C. Type of fundraiser. Sale of goods or products should be minimized. Door to door sales are subject to restrictions.
- D. Quality of the product or suitability of the product sold. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Will try to avoid products which are in definite competition to local business people.
- E. The number of fund drives per organization are limited to a maximum of one (1) per semester.
- F. The Board will not be responsible for any losses incurred. Principals will need to approve locations and subject matter of all posters posted in the drive.

Adult Sponsors

Adult sponsors must be in attendance at all school sponsored activities.

Adult Drivers

Adult drivers will be required unless clearance has been made by the parent of the driver and all passengers.

Date of Adoption: October 10, 2016

StudentsSelection of Students for Participation in Activities

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these Board-established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of this criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsSchool Dances

Our dances are sponsored for the benefit of Arlington students. The dances are for ninth through twelfth graders ONLY unless otherwise stated. Prom is only for juniors and seniors unless they invite a freshman or sophomore as their date. Out-of-school dates MUST be accompanied by an Arlington student and must be at least a ninth grader. All out-of-school dates must be signed up in the office on the last school day before the dance and must be approved by the administration. Any student leaving the dance for any reason before the dance is over will not be readmitted. No student will be allowed to enter the dance after ½ hour after dance start time without prior approval.

1. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

Date of Adoption: June 9, 2008

Reviewed: September 10, 2012; October 10, 2016

StudentsDue Process Rights

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's specific teacher, activity sponsor or other certified employee, for resolution of the complaint. It is the goal of the board to resolve student complaints at the lowest organizational level.

All students will be afforded due process as guaranteed by constitutional provisions. The process will be in accordance with state law, as well as with the provisions outlined in the board's policies and procedures on student suspension and student expulsion. Rules for student conduct and appeal procedures will also be published in the student handbook. Hearing procedures provided for by state statutes shall be followed for all emergency exclusions extending beyond five days, long-term suspensions, expulsions or mandatory reassignments.

Legal Reference: Neb. Statute 79-268 et seq.

Date of Adoption: November 8, 2010 and December 13, 2010

Reviewed: October 8, 2012; November 14, 2016

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

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

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

Students, Employees and Others: Secondary Principal, 705 North 9th Street, PO Box 580, Arlington, NE 68002 (402) 478-4173

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

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

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

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

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

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a

hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to

determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

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

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

5. Training:

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

7. Preventive Measures:

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

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

Date of Adoption: August 13, 2018

StudentsChild Abuse and Neglect

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur competition. The term “promptly” means “within a 24-hour period.”

Legal Reference: Neb. Rev. Stat. §28-711
34 U.S.C. § 20341

Date of Adoption: August 13, 2018

StudentsMarried Students

Married students shall have the same educational opportunities in this school system as unmarried students. There shall be no discrimination on the basis of sex, marital status of any person, or the condition of being a parent. To enforce this prohibition, aggrieved persons shall use the District's anti-discrimination policies.

Legal References: Neb. Rev. Stat. §§79-2, 114 to 79-2, 124
20 U.S.C. § 1681 (Title IX)

Date of Adoption: August 13, 2018

Students

Corporal Punishment

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is essential for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. §79-295

Date of Adoption: June 9, 2008

Reviewed: October 8, 2012; November 14, 2016

Board of Education Special Meeting Minutes
Monday, March 11, 2019, 5 p.m.

HS Conference Room
705 North 9th Street
Arlington NE 68002

1. OPENING PROCEDURES

1.1 Call Meeting to Order

1.2 Roll Call

Board members present were Matt O'Daniel, Shanon Willmott, Bruce Scheer, Jessica Scheer, Janet Warner, and Jason Arp.

2. NEW BUSINESS

5:00 p.m. - Interview with BVH Architect

6:00 p.m. - Interview with Schemmer

7:00 p.m. - Interview with DLR Group

3. ADJOURNMENT

The special meeting was adjourned at 8:00 p.m.

Matt O'Daniel, Board President

Date

Board of Education Regular Meeting Minutes
Monday, March 11, 2019, 8 p.m.

HS Conference Room
705 North 9th Street
Arlington NE 68002-0580

1. OPENING PROCEDURES

1.1 Call Meeting to Order

Matt O'Daniel called the meeting to order at 8:05 pm.

1.2 Roll Call

Board members present were Matt O'Daniel, Shanon Willmott, Bruce Scheer, Jessica Scheer, Janet Warner, and Jason Arp. Also present were Superintendent Lynn Johnson, High School Principal Aaron Pfingsten, High School Athletic Director James Shada, Elementary Principal Jacqueline Morgan, and recording secretary Jenny Hansen.

1.3 Pledge of Allegiance

1.4 Approval of Regular Meeting Agenda

Motion to approve the regular meeting agenda as presented. Passed with a motion by Shanon Willmott and a second by Bruce Scheer.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

2. WELCOME TO GUESTS AND PUBLIC FORUM

3. CURRICULUM/INSTRUCTION REPORTS

3.1 Art Report

Mrs. Schaapveld shared a written report and a slideshow of high school work to display the talent of our youth. Mr. Shada mentioned the possibility of a conference art show. On March 17th we will host an art show of which 7 of the 8 conference schools will attend. In addition to the show, there will be a glass blowing demonstration. The public is welcome to attend.

4. PRINCIPALS' REPORTS

4.1 Mr. Pfingsten's Report

Mr. Pfingsten thanked the board for the opportunity to use a 0.25 FTE staffing increase to expand course offerings in S.T.E.M and computer programming.

4.2 Mrs. Morgan's Report

Mrs. Morgan shared that there are good things going on in elementary including Jump Rope for Heart which raised just over \$1500 for the American Red Cross.

4.3 Mr. Shada's Report

Mr. Shada shared that the musical is Friday, March 15 and Saturday, March 16 and that we are ready to kick off the spring season.

5. SUPERINTENDENT'S REPORT

5.1 Staffing Update

Mrs. Johnson shared staffing changes including hiring Dawn Klein as a secondary math teacher. Resignations include Amber Sims as secondary language arts teacher and the retirement of Ann Jamison as math teacher, HAL teacher and coordinator, and special education assistant coordinator.

5.2 Board Workshop Planning - March 20 @ 5:30 p.m. at the Fremont Golf Club
The Board Workshop Planning meeting is scheduled for March 20 @ 5:30 p.m. at the Fremont Golf Club.

5.2 Enrollment Figures

Mrs. Johnson shared the March enrollment numbers. PS-377; 7-12 331; Total 708

6. COMMITTEE AND REPRESENTATIVE REPORTS

6.1 Professional Development Sharing

Mrs. Johnson went to the NRCSA legislative conference and she will share her notes with board.

7. UNFINISHED BUSINESS

7.1 Discuss, Consider and Take Necessary Action to adopt Policy Qualifications of Non-Certificated Employees on second reading.

Motion to adopt policy 4200 as amended. Passed with a motion by Matt O'Daniel and a second by Janet Warner.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

7.2 Discuss, Consider, and Take Necessary Action to initiate a contract with a facility planning firm.

After lengthy discussion by all board members, Matt asked if there was a consensus to move forward with DLR. The board agreed and directed Superintendent Johnson to proceed with the development of a contract with DLR.

8. NEW BUSINESS

8.1 Discuss and Consider continuing employment for certificated teachers.

8.2 Discuss, Consider and Take Necessary Action to approve option enrollment capacities for the 2019-2020 school year.

Motion to approve the resolution to adopt option enrollment capacities for the 2019-2020 school year as presented. Passed with a motion by Janet Warner and a second by Matt O'Daniel.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

8.3 Discuss, Consider and Take Necessary Action to approve the 2019-2020 activity admissions and pass prices.

Mr. Shada is recommending no increase in activity admission prices or annual pass prices. If the conference raises admission prices, then he will come back to the board at that time to discuss increasing our admission prices to be consistent with the conference.

Motion to approve the 2019-2020 activity prices as presented. Passed with a motion by Jessica Scheer and a second by Bruce Scheer.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

8.4 Discuss, Consider, and Take Necessary Action to approve the purchase of a riding floor scrubber.

Three quotes were presented to the board. After a brief discussion the board accepted the recommendation of the maintenance director.

Motion to approve the purchase of a Pro 28" EDGE Rider floor scrubber from Egan Supply Company for the amount of \$11,221.49 after trade in. Passed with a motion by Bruce Scheer and a second by Jessica Scheer.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

8.5 Discuss, Consider and Take Necessary Action to increase staffing in the Special Education Program.

Mrs. Johnson and Mrs. Morgan presented to the board regarding the increasing student count in special education. While the student count has nearly doubled the staffing has increased minimally. This proposal for increased staffing is to better meet increasing student needs.

Motion to increase 1.0 FTE staffing in special education. Passed with a motion by Jessica Scheer and a second by Janet Warner.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

8.6 Discuss and Review Policies 5000-5104.

There were no concerns with the policies as presented.

9. CONSENT AGENDA

9.1 Minutes of the Previous Board Meeting(s): February 11, 2019 Special Board Meeting and Regular Board Meeting Minutes

Motion to approve the consent agenda as presented. Passed with a motion by Shanon Willmott and a second by Bruce Scheer.

Jason Arp: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.2 Monthly Financial Reports

9.3 Accept Ann Jamison's resignation as secondary teacher in math, HAL and as special education assistant coordinator.

9.4 Accept Amber Sims' resignation as secondary language arts teacher.

9.5 Hire Dawn Klein as secondary math teacher and HAL teacher.

10. EXECUTIVE SESSION

11. ACTION ON EXECUTIVE SESSION ITEMS

12. ADJOURNMENT

Matt O'Daniel adjourned the meeting at 9:17 p.m.

Matt O'Daniel, Board President

Lynn Johnson, Board Secretary

Date

Date

GENERAL FUND EXPENDITURES

MARCH 2019

Accounts Payable \$ 85,796.41

Payroll \$ 291,835.39

Total General Fund \$ 377,631.80

Arlington Public Schools
March 31, 2019

Fund Name	Starting Balance	Receipts	Disbursements	Interfund	Ending Balance
2 Rivers Bank		October	October	Transfers	
General Fund - 864	\$ 204,039.58	\$ 555,940.71	\$ 821,382.54	\$ 198,053.40	\$ 136,651.15
Activities - 109	\$ 143,788.14	\$ 20,139.54	\$ 20,348.45	\$ -	\$ 143,579.23
Sweep - 956	\$ 3,665,179.52	\$ 2,168.59		\$ (176,509.53)	\$ 3,490,838.58
Hot Lunch - 487	\$ 119,972.29	\$ 34,886.98	\$ 170.00	\$ (21,543.87)	\$ 133,145.40
Employee Benefit Fund	\$ 51,480.51	\$ -	\$ 9,668.26	\$ -	\$ 41,812.25
Depreciation Fund	\$ 1,692,598.80	\$ 1,041.83		\$ -	\$ 1,693,640.63
2017 Bond Refunding	\$ 458,520.38	\$ 35,362.78	\$ -	\$ -	\$ 493,883.16
QCPUF	\$ 114,753.95	\$ 19,734.97		\$ -	\$ 134,488.92
Spec Bldg Fund	\$ 208,446.03	\$ 22,231.78	\$ -	\$ -	\$ 230,677.81
Total Special Funds	\$ 2,525,799.66	\$ 78,371.37	\$ 9,668.26	\$ -	\$ 2,594,502.77

ACTIVITY BALANCE as of 3/30/19

Source Code:	Account	Beginning Bal	YTD Expenditures	YTD Revenues	Balance
701	One School One Team	12,920.89	\$0.00	\$11,908.00	\$24,828.89
702	Always For Kids	\$24,966.69	\$17,054.98	\$24,240.38	\$32,152.09
703	Art Class	\$6,822.94	\$522.62	\$738.00	\$7,038.32
704	Art Club	\$1,181.87	\$48.75	\$0.00	\$1,133.12
705	Athletics	-\$2,241.46	\$58,082.06	\$55,063.36	-\$5,260.16
706	Band	\$2,775.42	\$516.12	\$5,576.85	\$7,836.15
707	Band Fund Raising	\$1,273.21	\$6,636.55	\$2,706.90	-\$2,656.44
762	Baylor/ACT	\$2,704.09	\$0.00	\$275.00	\$2,979.09
708	Book Club	\$270.55	\$0.00	\$0.00	\$270.55
709	Cheerleading	\$776.00	\$5,082.74	\$4,893.48	\$586.74
734	Class of 2018	\$1,453.91	\$0.00	\$0.00	\$1,453.91
765	Class of 2019	\$1,629.31	\$0.00	\$75.00	\$1,704.31
770	Class of 2020	\$4,937.76	\$4,821.16	\$2,615.00	\$2,731.60
771	Class of 2021	\$2,346.97	\$332.00	\$2,232.20	\$4,247.17
768	Class of 2022	\$1,343.83	\$0.00	\$1,198.50	\$2,542.33
772	Class of 2023	\$618.75	\$0.00	\$0.00	\$618.75
720	Concessions	\$1,558.34	\$21,535.67	\$22,314.56	\$2,337.23
721	Dance Squad	\$601.41	\$3,298.75	\$4,988.82	\$2,291.48
722	Drama	\$187.60	\$800.86	\$1,015.29	\$402.03
724	Elem Lounge	\$628.49	\$457.39	\$111.83	\$282.93
726	FBLA	\$10,177.52	\$21,558.47	\$24,993.48	\$13,612.53
732	FCS	\$2,689.74	\$857.19	\$520.00	\$2,352.55
766	FFA	\$10,964.39	\$10,009.90	\$12,598.47	\$13,552.96
758	Floor Fund	\$427.95	\$0.00	\$0.00	\$427.95
761	Honors History	\$607.09	\$0.00	\$0.00	\$607.09
735	Honor Society	\$1,115.57	\$213.18	\$624.70	\$1,527.09
744	HS Lounge	\$559.80	\$359.19	\$133.10	\$333.71
740	Industrial Tech	\$2,062.99	\$3,180.71	\$1,465.00	\$347.28
736	Interest	\$1,261.63	\$219.76	\$115.10	\$1,156.97
737	JH Student Council	\$3,340.99	\$261.38	\$1,090.35	\$4,169.96
739	Library Fund Elem/HS	\$4,320.88	\$2,321.80	\$2,783.23	\$4,782.31
764	Metro	\$45,125.89	\$343.88	\$2,100.00	\$46,882.01
723	Middle School STEM	\$738.62	\$0.00	\$0.00	\$738.62
756	Pepsi	\$3,788.83	\$1,206.12	\$962.32	\$3,545.03
724	Quiz Bowl	\$1,389.64	\$0.00	\$0.00	\$1,389.64
728	Reimbursement (general)	\$3,437.14	\$1,602.77	\$1,395.03	\$3,229.40
714	SKILLS	\$478.68	\$463.00	\$440.00	\$455.68
746	Spanish Club	\$181.94	\$0.00	\$0.00	\$181.94
747	Speech	\$1,186.43	\$621.61	\$595.50	\$1,160.32
748	Spring Musical	\$5,256.80	\$13,791.66	\$19,212.71	\$10,677.85
749	Student Council	\$4,449.65	\$2,892.47	\$6,579.65	\$8,136.83
750	Student Vending	\$3,156.75	\$1,154.01	\$734.53	\$2,737.27
751	Swing Choir	\$3,101.92	\$3,069.68	\$737.76	\$770.00
717	Transition	\$1,613.51	\$0.00	\$0.00	\$1,613.51

710	Welding	\$0.00	\$533.95	\$294.38	-\$239.57
753	Yearbook	\$10,141.73	\$10,485.18	\$7,485.00	\$7,141.55
	CAMPS		\$0.00	\$0.00	
790	BBB Camp Fundraiser	\$3,211.34	\$362.65	\$916.00	\$3,764.69
791	GBB Camp Fundraiser	\$1,415.60	\$5,081.88	\$4,627.60	\$961.32
782	VB Camp Fundraiser	\$9,147.90	\$900.50	\$1,545.15	\$9,792.55
727	FB Fund (Camps)	\$2,247.71	\$1,457.84	\$2,977.07	\$3,766.94
785	XC Fundraiser	\$2,301.41	\$1,269.34	\$1,666.68	\$2,698.75
788	SB Fundraiser	-\$140.15	\$3,093.68	\$2,642.00	-\$591.83
733	Wrestling Fund	\$4,390.54	\$3,134.55	\$4,037.86	\$5,293.85
783	Boys Golf	\$1,184.25	\$54.00	\$369.25	\$1,499.50
784	Girls Golf	\$2,524.25	\$83.02	\$1,832.00	\$4,273.23
786	Track Fund	\$812.98	\$49.50	\$916.00	\$1,679.48
787	MS Track	\$172.12	\$0.00	\$0.00	\$172.12
789	Baseball Fund	\$4,418.91	\$1,725.54	\$2,916.00	\$5,609.37
	Totals	\$220,019.51	\$211,548.06	\$249,259.09	\$257,730.54

CHECK REGISTER FOR APRIL 2019 BOARD MEETING

(Includes special fund checks)

PAYEE NAME	DESCRIPTION	AMOUNT
Arlington Education Foundation	Memorial	\$25.00
Arlington Insurance Agency	Notary Surety Bond	\$40.00
American Broadband	Telephone Service	\$484.36
Awards Unlimited	Awards	\$168.86
Border States	Electrical Supplies	\$391.70
Carolina Biological Supply	Science Materials	\$98.43
Caseys	Pizza	\$55.59
Cash-Wa Distributing	Food	\$2,823.49
CMA Trucking	Crushed rock for bus barn	\$728.16
Culligan	Softner salt	\$2,446.58
Dennis Supply	Filters	\$649.11
Earthgrains	Food	\$606.51
Egan Supply	Maintenance Supplies	\$16,863.86
ESU #3	blank checks	\$236.64
Fifth Season	Lawn service	\$3,942.50
Ft Calhoun	Psychologist Services	\$2,777.13
Fremont Sanitation	Trash Service	\$523.35
French, Julie	sugar reimbursement	\$5.99
Green Florist	Flowers for employee baby	\$28.95
Hansen Tire	Repairs to bus	\$1,546.57
Hiland Dairy	Dairy	\$2,587.48
Hometown Leasing	Copier Lease	\$1,723.15
Jackson Service Inc	Kitchen Supplies	\$328.91
Johnson, Lynn	Reimbursement - mileage and don	\$165.16
Jostens	Diploma covers	\$452.55
Knudsen Oil	Gas for buses	\$920.46
KSA School Law	Legal Services	\$126.00
Lou's Sporting	Track pants and spikes	\$392.27
McPherson and Jacobson	Sup't search	\$4,727.28
Menards	supplies	\$168.81
Menards	Building Maintenance	\$48.19
Menards	Brooms / Degreaser	\$40.93
Midwest Technology	Band saw tire	\$217.48
NASCD	Membership to ASCD	\$40.00
NETA	Conference registration	\$536.00
Omaha Paper	White copier paper	\$12,144.00
Omaha Truck	Bus Parts / Repairs	\$12.56
One Source	Background Checks	\$150.88
OPPD	Electricity	\$9,067.76
PayFlex	Payflex	\$100.00
Pegler	food	\$2,780.39
Prairie Fields Fam Med	Driver physicals	\$80.00
Reed Electric	Install heaters at the bus barn	\$3,698.98
Sapp Bros Petroleum	Oil for buses	\$828.85
Staples	Office Supplies	\$23.77
School Nurse Supply Inc	Nurse supplies	\$333.58
Student Assurance Services	Student Accident Insurance	\$1,090.00
Thermo King Christensen	Bus Parts	\$72.00
Two Rivers Bank	Direct Deposit fee	\$18.00
United Private Networks	Distance Learning	\$554.00
US Foods Inc	Food	\$1,464.58
Village of Arlington	Water	\$567.96
VISA	supplies	\$5,774.01
Winnelson	Plumbing Supplies	\$117.64
Total Payables		\$85,796.41

HANDPAYABLES

Alpha Pro Solutions	Alcohol Saliva Tests	\$85.00
Douglas County Election Commission	Nov 18 Election Expenses	\$100.00
Hobart Sales and Service	Gas Combi Oven 7 Pans install	\$3,700.00
Houghton Mifflin	Social Studies text books	\$55,511.68
Matheson Linweld Tri-gear	welding mix	\$125.53
Menards	Building Maintenance	\$243.59
NE Food Dist	Food	\$3,374.99
NE Secretary of State	Commission Fee - notary	\$30.00
NSAA District 2	Music and Band Supplies	\$400.00
Omaha World Herald	Ads	\$489.00
Oreilly Auto Parts	Bus/Van Parts	\$267.16
Payflex	Payflex	\$100.00
Pearson Education	Textbooks	\$27,655.24
Scheer, Warren	reimbursement for oil at Sams	\$549.00
Sysco Lincoln	Combi Oven	\$40,343.80
US Post Master	cash	\$186.08

Total Handpayables**\$133,161.07****Total General Fund****\$218,957.48****SPECIAL FUNDS**

BCBS	Admin premiums	\$9,668.26	Employee Ben
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Total Special Funds**\$9,668.26**

EFINANCE - POWERSCHOOL
 DATE: 04/02/2019
 TIME: 14:59:30

ARLINGTON PUBLIC SCHOOL
 CHECK REGISTER

PAGE NUMBER: 1
 VENCHK11
 ACCOUNTING PERIOD: 8/19

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
39634			4607 VISA		VOID: MULTI STUB CHECK	
39635	9001	04/02/19	4607 VISA	2340	1 REGISTRATION FOR OMAHA	150.00
39635	9001	04/02/19	4607 VISA	2650	3 DELL 90W POWER ADAPTERS	22.47
39635	9001	04/02/19	4607 VISA	2610	ADAPTIVE SOUND TECHNOLOGI	107.96
39635	9001	04/02/19	4607 VISA	2330	AMAZON.COM - COGNITIVE CO	60.80
39635	9001	04/02/19	4607 VISA	2640	AMAZON.COM - CREATIVE TEA	89.97
39635	9001	04/02/19	4607 VISA	2640	AMAZON.COM - CREATIVE TEA	92.97
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.96
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.96
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.96
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	89.95
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.96
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.90
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.90
39635	9001	04/02/19	4607 VISA	2610	AMAZON.COM - HAND2MIND GR	179.90
39635	9001	04/02/19	4607 VISA	2640	AMAZON.COM - READING 2011	289.95
39635	9001	04/02/19	4607 VISA	2650	APPLE MEMORY UPGRADE KIT	85.98
39635	9001	04/02/19	4607 VISA	2650	BROTHER LABEL MAKER TAPE-	82.80
39635	9001	04/02/19	4607 VISA	2610	CONFERENCE REFUND	-70.00
39635	9001	04/02/19	4607 VISA	2650	DESKTOP MEMORY MODULES FO	262.80
39635	9001	04/02/19	4607 VISA	2734	EPSON 525 POWERLITE PROJE	1,491.56
39635	9001	04/02/19	4607 VISA	2650	ESTIMATED SHIPPING/HANDLI	128.89
39635	9001	04/02/19	4607 VISA	2610	ESTIMATED SHIPPING/HANDLI	88.25
39635	9001	04/02/19	4607 VISA	2640	ESTIMATED SHIPPING/HANDLI	4.25
39635	9001	04/02/19	4607 VISA	2640	ESTIMATED SHIPPING/HANDLI	12.09
39635	9001	04/02/19	4607 VISA	2640	ESTIMATED SHIPPING/HANDLI	8.73
39635	9001	04/02/19	4607 VISA	2330	ESTIMATED SHIPPING/HANDLI	7.67
39635	9001	04/02/19	4607 VISA	2734	ESTIMATED SHIPPING/HANDLI	117.30
39635	9001	04/02/19	4607 VISA	2650	HEADSET SPLITTER ADAPTER	39.95
39635	9001	04/02/19	4607 VISA	2650	HEADSET SPLITTER ADAPTER	39.95
39635	9001	04/02/19	4607 VISA	2650	HEADSET SPLITTER ADAPTER	39.95
39635	9001	04/02/19	4607 VISA	2650	HEADSET SPLITTER ADAPTER	39.95
39635	9001	04/02/19	4607 VISA	2650	HEADSET SPLITTER ADAPTER	39.95
39635	9001	04/02/19	4607 VISA	2650	HP 6510 REPLACEMENT BATTE	9.90
39635	9001	04/02/19	4607 VISA	2650	HP 6510 REPLACEMENT KEYBO	9.99
39635	9001	04/02/19	4607 VISA	2650	LAPTOP BATTERIES FOR BANK	107.85
39635	9001	04/02/19	4607 VISA	2650	LENOVO N22 REPLACEMENT SY	400.00
39635	9001	04/02/19	4607 VISA	2530	LONG DIST SERVICES	92.53
39635	9001	04/02/19	4607 VISA	2650	MEMORY UPGRADE FOR ISS RO	23.98
39635	9001	04/02/19	4607 VISA	2650	MEMORY UPGRADE KITS FOR B	111.96
39635	9001	04/02/19	4607 VISA	2734	REPLACEMENT LASER PRINTER	128.04
39635	9001	04/02/19	4607 VISA	2650	REPLACEMENT LENOVO N22 LE	80.31
39635	9001	04/02/19	4607 VISA	2610	RETEVIS 2 WAY RADIO BATTE	84.99
39635	9001	04/02/19	4607 VISA	2330	STATE READING CONFERENCE	131.17
39635	9001	04/02/19	4607 VISA	2610	TEACHER PAY TEACHER - MY	9.61
			TOTAL CHECK			5,774.01
			TOTAL FUND			5,774.01
			TOTAL REPORT			5,774.01

Cailyn A. Johnson
2850 Fletcher Ave Apt 133
Lincoln, NE 68504
402-616-1937
cailynj1@gmail.com

OBJECTIVE

To obtain a position as a 7th - 12th grade English instructor with sponsorship opportunities.

EDUCATION

Master of Science Degree in Education

Endorsement: Curriculum and Instruction - Educational Leadership

Wayne State College, Wayne, NE

Conferred: May 2017

- GPA: 4.00

Bachelor of Science Degree in Education

Endorsement: 7-12 English

Wayne State College, Wayne, NE

Conferred: December 2014

Honors Program Honorable Mention Recipient

APL Certified

- GPA: 3.63

TEACHING EXPERIENCE

Raymond Central Public Schools, Raymond, NE

August 2015-Present

- Instructor of English 9, English 12, Reading 8, Journalism courses
- Contributed to the success of the Yearbook program, the district Newsletter, social media accounts
- Member of the AdvancED (School Improvement) Team that participated in the AdvancED accreditation process

SPONSORSHIP/COACHING EXPERIENCE

Yearbook Sponsor, Raymond, NE

August 2015-Present

Junior High Girls Basketball Head Coach, Raymond, NE

2017, 2018, 2019 Seasons

High School Girls Basketball Volunteer, Raymond, NE

2015-2016 Season

High School Girls Basketball Volunteer, Arlington, NE

2014-2015 Season

STUDENT TEACHING EXPERIENCE

Arlington High School, Arlington, NE

Fall 2014

- Taught 9th and 10th grade English and 9th and 10th grade honors English
- Created a safe learning environment by establishing consistent procedures and student rapport
- Collaborated with Cooperating Teacher to effectively communicate students' progress with parents and students during the semester and at parent-teacher conferences

RELATED EMPLOYMENT

Substitute Teacher, Arlington Public Schools, Arlington, NE

January 2015-May 2015

Substitute Teacher, Wayne State College, Wayne, NE

February 2013-October 2013

OTHER EMPLOYMENT

Summer Food Program Driver, Lincoln Health Department, Lincoln, NE

2017-2018

Sarah Sharp

630 N. 14th St.
Arlington, NE 68002
Phone: (402) 719-0579
Email: sharpsc@yahoo.com

OBJECTIVE: To obtain a Special Education position at Arlington Public Schools.

EXPERIENCE

While teaching in the Fremont Public School District I participated in open houses, staff meetings, in-services, Parent/Teacher Conferences, staff development, Guided Reading meetings, and leading IEP meetings . I also was on a committee who developed an updated alternative standards and assessments for children with disabilities in 2006.

I have taught at a variety of levels, including Kindergarten and 3rd grade, resource K-5, and Developmental Learning Program K-5. I have taught reading, math, science, English, handwriting, spelling, social studies, life skills, social skills, and 6 Traits of Writing. I have had experience working with students with a wide range of abilities in grades preK-8.

EDUCATION

1996-2000	High School, Fremont High School
2000-2004	Bachelor of Science in Special Education, Mild/Moderate K-12, University of Nebraska at Omaha Bachelor of Science in Education, Elementary K-6 (K-8 Self-Contained), University of Nebraska at Omaha

EMPLOYMENT

2005-2007	Basic Learning Skills Teacher, Fremont Public Schools Teaching basic learning skills, writing and implementing IEP goals, setting up meetings with the IEP team, and working with paraprofessionals
2014	Kindergarten Teacher, Fremont Public Schools Teaching kindergarten curriculum, implementing IEP goals, managing behavior plans, and working with paraprofessionals
2007-current	Substitute Teacher, Fremont Public Schools and ESU#3 Schools Substitute for grades preK-8 th grade, teaching a variety of subjects, worked in both special ed. and regular ed. classrooms and have worked as behavior consultant for Fremont Public Schools

REFERENCES

See Attached