

Minden Public Schools
Board of Education
Board of Education Regular Meeting
Minden High School Media Center
543 West Fifth
Minden, NE 68959-0301
Monday, November 9, 2020 7:30 PM

1. Call to Order
2. Public Comment
3. Consent Agenda
 - a. Consider Minutes from October 12, October 22, October 28, and November 2 Meetings
 - b. Consider Financial Reports
 - c. Consider Expenditures and Claims for Payment
4. Reports
 - a. Board Committees
 - b. Principals
 - c. Superintendent
 - d. Other
5. Policy Review and Updates
6. Action Items
 - a. Consider, Discuss, and Take Action on District Audit
 - b. Consider, Discuss, and Take Action on Contract with Engineering Technologies Inc.
7. Next Meeting
8. Adjournment per Board President Action at 7:56 P.M.

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
November 2, 2020**

Notice for the November 2, 2020 special meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Notices were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office.

The board meeting began at 7:30 am with all board members present.

Motion by Grams and second by Glanzer to approve Engineering Technologies Inc. as the HVAC Engineer for the C.L. Jones Middle School HVAC renovation work and authorize the Facilities Committee and the Superintendent to negotiate a contract for same. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

At 8:12 am, the meeting was adjourned by Board President action.

Secretary, Board of Education

**MINDEN PUBLIC SCHOOLS
BOARD OF EDUCATION
October 12, 2020**

The agenda for the October 12, 2020 hearings and meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office and notice was published in the local paper.

The board meeting began at 7:30 pm with all board members present, except Glanzer and Jacobsen.

Motion by Grams and second by Raun to excuse the absences of Glanzer and Jacobsen. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Raun to approve the consent agenda consisting of minutes from the September 14 and September 25 meetings, financial reports, and claims for payment. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Grams and second by Carpenter to adopt Policy 1211 Title IX Grievance Policy. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Raun to re-approve the property tax levy of \$0.909523 due to a \$40.00 clerical error and read the following resolution: Now be it therefore resolved that (1) the Tax Request for the General Fund should be, and hereby is set at \$8,916,352.12 for the 2020-2021 school fiscal year; (2) the Tax Request for the Bond Fund should be, and hereby is set at \$1,722,773.00 for the 2020-2021 school fiscal year; and (3) the Tax Request for the Building Fund should be, and hereby is set at \$404,040.00 for the 2020-2021 school fiscal year. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Carpenter to approve Nemaha Construction Change Order #3. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Carpenter and second by Raun to approve Nemaha Construction Change Order #4. Roll call: Carpenter, aye; Glanzer, absent; Grams, aye; Jacobsen, absent; Raun, aye; Rhynalds, aye. Motion carried.

At 8:12 pm, meeting adjourned per Board President action.

Secretary, Board of Education

MINDEN PUBLIC SCHOOLS
Board of Education Facilities Committee
October 22, 2020

The agenda for the October 22, 2020 hearing was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office.

The Facilities Committee meeting began at 8:00 am with Carpenter, Glanzer, and Rhynalds present

The Committee discussed the letters of interest received from prospective engineering candidates for the proposed renovations to the HVAC system at C.L.Jones Middle School.

The meeting ended at 8:55 am.

Secretary, Board of Education

MINDEN PUBLIC SCHOOLS
Board of Education Facilities Committee
October 28, 2020

The agenda for the October 28, 2020 Facilities Committee meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, the Minden city office, and in the superintendent's office. Agendas were mailed to the United States Post Office in Upland and Heartwell.

The Committee meeting began at 9:00 am with Carpenter, Glanzer, and Rhynalds present.

The Committee interviewed and discussed prospective engineering firms for the proposed renovation work on the HVAC system at C.L.Jones Middle School.

The meeting ended at 3:45 pm.

Secretary, Board of Education

MINDEN PUBLIC SCHOOLS
TREASURER'S REPORT
October 31, 2020

SCHOOL BALANCE - September 30, 2020			\$97,694.55
Current Months Receipts			\$407,141.25
Transfers from Investments			\$450,000.00
Total Beginning Balance and Receipts			\$954,835.80
Less: Disbursements			\$931,797.07
Transfer to Investments			\$0.00
Total Disbursements			\$931,797.07
SCHOOL BALANCE - October 31, 2020			\$23,038.73
BALANCE PER BANK STATEMENT - October 31, 2020			\$26,699.78
Deposits In Transit			\$0.00
LESS : Outstanding Checks			\$3,661.05
RECONCILED BANK BALANCE - October 31, 2020			\$23,038.73
		(Balance - October 31, 2019 = \$183,847.34)	
GENERAL FUND INVESTMENTS			\$3,241,305.49
Money Market Minden Exchange	\$1,957,557.27	0.45% demand	
Money Market First Bank	\$1,283,748.22	0.21% demand	
		(Balance October 31, 2019 = \$3,112,657.05)	
DEPRECIATION FUND INVESTED			\$693,302.45
Money Market Minden Exchange Bank	\$304,840.14	0.45% demand	
Money Market First Bank	\$118,763.09	0.21% demand	
NE Liquid Asset Fund - Depreciation Fund	\$269,694.03	0.02% demand	
Checking Minden Exchange Bank	\$5.19		
		(Balance October 31, 2019 = \$683,990.16)	
BUILDING FUND			\$754,567.40
Money Market Minden Exchange Bank	\$381,874.73	0.45% demand	
Money Market First Bank	\$358,478.51	0.21% demand	
NE Liquid Asset Fund - Building Fund	\$14,209.66	0.02% demand	
Checking Minden Exchange Bank	\$4.50		
		(Balance October 31, 2019 = \$2,301,282.98)	
BOND FUND			\$2,059,628.48
Money Market Minden Exchange Bank	\$1,260,771.98	0.45% demand	
NE Liquid Asset Fund - Bond Fund	\$798,856.50	0.02% demand	
		(Balance October 31, 2019 = \$2,206,010.94)	
LUNCH FUND			\$4,776.36
Money Market First Bank	\$3,902.16	0.06% demand	
Checking First Bank	\$874.20		
		(Balance October 31, 2019 = \$28,881.69)	
FUNDS PLEDGED FOR DEPOSITS			
Minden Exchange Bank	\$6,451,078.37	Plus 250M FDIC	
First Bank	\$2,065,000.00	Plus 250M FDIC	

Scott W. Johnson, Treasurer

MINDEN PUBLIC SCHOOLS
TREASURER'S REPORT SUPPLEMENT
ACCOUNT RECONCILIATIONS
October 31, 2020

Bank	Account #	Beginning Balance	Plus: Receipts	Plus/(Minus) Transfers	Minus: Expenditures	Ending/ Reconciled Balance	Previous Year Ending Balance
General Fund							
MEB	401505	\$97,694.55	\$407,141.25	\$450,000.00	\$931,797.07	\$23,038.73	\$183,847.34
MEB	601096	\$2,406,789.14	\$768.13	(\$450,000.00)	\$0.00	\$1,957,557.27	\$1,835,425.80
FB&T	801472	\$1,283,519.30	\$228.92	\$0.00	\$0.00	\$1,283,748.22	\$1,277,231.25
	Subtotal	\$3,788,002.99	\$408,138.30	\$0.00	\$931,797.07	\$3,264,344.22	\$3,296,504.39
Depreciation Fund							
MEB	401919	\$5.19	\$0.00	\$0.00	\$0.00	\$5.19	\$5.19
MEB	613109	\$304,727.43	\$112.71	\$0.00	\$0.00	\$304,840.14	\$4,397.02
FB&T	807982	\$118,741.91	\$21.18	\$0.00	\$0.00	\$118,763.09	\$118,160.21
NLAF	9300656	\$269,693.64	\$0.39	\$0.00	\$0.00	\$269,694.03	\$561,427.74
	Subtotal	\$693,168.17	\$134.28	\$0.00	\$0.00	\$693,302.45	\$683,990.16
Building Fund							
MEB	106690	\$4.50	\$0.00	\$208,587.87	\$208,587.87	\$4.50	\$4.50
MEB	603209	\$529,667.19	\$60,795.41	(\$208,587.87)	\$0.00	\$381,874.73	\$452,200.43
FB&T	801407	\$358,414.58	\$63.93	\$0.00	\$0.00	\$358,478.51	\$58,003.30
NLAF	9300655	\$14,209.41	\$0.25	\$0.00	\$0.00	\$14,209.66	\$1,791,074.75
	Subtotal	\$902,295.68	\$60,859.59	\$0.00	\$208,587.87	\$754,567.40	\$2,301,282.98
Bond Fund							
MEB	620112	\$1,198,736.44	\$62,035.54	\$0.00	\$0.00	\$1,260,771.98	\$956,996.76
NLAF	9300692	\$798,855.36	\$1.14	\$0.00	\$0.00	\$798,856.50	\$1,249,014.18
	Subtotal	\$1,997,591.80	\$62,036.68	\$0.00	\$0.00	\$2,059,628.48	\$2,206,010.94
Lunch Fund							
FB&T	990119	\$52,253.27	\$2,065.38	\$0.00	\$53,444.45	\$874.20	\$24,636.05
FB&T	801399	\$3,902.16	\$0.20	\$0.00	\$0.00	\$3,902.36	\$4,245.64
	Subtotal	\$56,155.43	\$2,065.58	\$0.00	\$53,444.45	\$4,776.56	\$28,881.69
Grand Total		\$7,437,214.07	\$533,234.43	\$0.00	\$1,193,829.39	\$6,776,619.11	\$8,516,670.16

2020/21 Projections vs. Actuals for General Fund As of October 31, 2020

Income

2020/21 Budgeted Income = \$10,644,125.12

Month	Projected Income	Actual Income	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$2,028,770.25	\$2,220,565.03	\$191,794.78	\$191,794.78
October	\$571,589.52	\$406,818.24	(\$164,771.28)	\$27,023.50
November	\$161,790.70			
December	\$150,082.16			
January	\$1,667,934.41			
February	\$873,882.67			
March	\$579,040.41			
April	\$523,690.96			
May	\$2,749,377.52			
June	\$987,774.81			
July	\$155,404.23			
August	\$194,787.48			

Cash Flow

Month	Projected Cash Flow	Actual Cash Flow	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$931,893.66	\$1,204,581.41	\$272,687.75	\$272,687.75
October	(\$364,598.14)	(\$523,658.77)	(\$159,060.63)	\$113,627.12
November	(\$780,219.02)			
December	(\$796,585.21)			
January	\$725,924.69			
February	(\$57,647.34)			
March	(\$364,133.72)			
April	(\$422,976.41)			
May	\$1,779,421.90			
June	(\$15,948.78)			
July	(\$776,125.78)			
August	(\$859,005.85)			

Expenses

2020/21 Budgeted Expenses = \$11,644,125.12

Month	Projected Expenses	Actual Expenses	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$1,096,876.59	\$1,015,983.62	(\$80,892.97)	(\$80,892.97)
October	\$936,187.66	\$930,477.01	(\$5,710.65)	(\$86,603.62)
November	\$942,009.72			
December	\$946,667.37			
January	\$942,009.72			
February	\$931,530.01			
March	\$943,174.13			
April	\$946,667.37			
May	\$969,955.62			
June	\$1,003,723.59			
July	\$931,530.01			
August	\$1,053,793.33			

General Fund Balance

Beginning Reconciled GF Balance = \$2,583,421.58

Month	Projected GF Balance	Actual Reconciled GF Balance	Over/(Under) Projection
September	\$3,515,315.24	\$3,788,002.99	\$272,687.75
October	\$3,150,717.10	\$3,264,344.22	\$113,627.12
November	\$2,370,498.08		
December	\$1,573,912.87		
January	\$2,299,837.56		
February	\$2,242,190.22		
March	\$1,878,056.50		
April	\$1,455,080.09		
May	\$3,234,501.99		
June	\$3,218,553.21		
July	\$2,442,427.43		
August	\$1,583,421.58		

General Fund Expenditures

Account Description	Adopted Budget	Disbursed	Remaining Balance	Percent Spent
01100 - Regular Instruction	\$5,427,944.11	\$1,362,394.71	\$4,065,549.40	25.10%
01125 - Academic Intervention (Flex Funding)	\$87,527.04	\$22,758.64	\$64,768.40	26.00%
01200 - School Age SPED	\$1,149,755.70	\$219,541.99	\$930,213.71	19.09%
01291 - Preschool Age 3-5	\$14,296.20	\$1,641.85	\$12,654.35	11.48%
01292 - Preschool Age 0-2	\$100.00	\$0.00	\$100.00	0.00%
01300 - Summer School	\$15,039.18	\$0.00	\$15,039.18	0.00%
02120 - Guidance Counselor	\$325,318.31	\$82,678.26	\$242,640.05	25.41%
02130 - Health Services	\$65,284.94	\$19,522.62	\$45,762.32	29.90%
02141 - School Psychologist - School Age	\$68,678.76	\$17,179.33	\$51,499.43	25.01%
02151 - Speech Path & Deaf Ed	\$195,633.11	\$44,085.09	\$151,548.02	22.53%
02152 - Speech Path & Deaf Ed	\$500.00	\$0.00	\$500.00	0.00%
02161 - Occupational Therapy	\$26,750.00	\$5,515.98	\$21,234.02	20.62%
02171 - Physical Therapy	\$10,500.00	\$1,006.50	\$9,493.50	9.59%
02172 - Physical Therapy	\$100.00	\$0.00	\$100.00	0.00%
02173 - Physical Therapy	\$500.00	\$0.00	\$500.00	0.00%
02190 - Student Activities	\$204,672.07	\$50,495.95	\$154,176.12	24.67%
02213 - Instructional Staff Training	\$10,000.00	\$2,500.00	\$7,500.00	25.00%
02220 - Media Center	\$227,450.63	\$60,472.73	\$166,977.90	26.59%
02230 - Technology Support	\$179,750.80	\$47,010.69	\$132,740.11	26.15%
02240 - Assessment Coordinator	\$10,594.46	\$2,396.64	\$8,197.82	22.62%
02310 - Board of Education	\$42,900.00	\$5,088.96	\$37,811.04	11.86%
02320 - Superintendent	\$274,796.23	\$70,200.96	\$204,595.27	25.55%
02330 - District Legal Services	\$100,000.00	\$17,020.58	\$82,979.42	17.02%
02410 - Principal	\$609,909.76	\$158,006.78	\$451,902.98	25.91%
02510 - Business Office	\$204,122.54	\$40,160.34	\$163,962.20	19.67%
02610 - Custodial	\$471,812.04	\$168,978.99	\$302,833.05	35.81%
02620 - Building Maintenance	\$812,522.89	\$151,040.08	\$661,482.81	18.59%
02630 - Grounds Maintenance	\$157,214.34	\$26,566.18	\$130,648.16	16.90%
02640 - Equipment Repair & Maintenance	\$40,980.28	\$8,259.61	\$32,720.67	20.16%
02650 - Non-Pupil Vehicle	\$34,350.00	\$34,823.51	(\$473.51)	101.38%
02660 - Security	\$9,500.00	\$0.00	\$9,500.00	0.00%
02670 - Safety	\$33,560.00	\$725.83	\$32,834.17	2.16%
02710 - School Bus Driving	\$304,358.56	\$47,572.37	\$256,786.19	15.63%
02712 - School Age SPED Driving	\$2,244.75	\$0.00	\$2,244.75	0.00%
02713 - Below Age 5 SPED Driving	\$10,722.68	\$1,458.30	\$9,264.38	13.60%
02730 - School Bus Driving Vehicle Maintenance	\$58,612.81	\$10,448.80	\$48,164.01	17.83%
02732 - School Age SPED Vehicle Maintenance	\$2,000.00	\$0.00	\$2,000.00	0.00%
03535 - High Ability Learners	\$66,409.06	\$9,021.20	\$57,387.86	13.58%
06200 - Title IA	\$163,334.00	\$39,279.77	\$124,054.23	24.05%
06406 - IDEA Preschool (619) Base Allocation	\$3,139.00	\$396.50	\$2,742.50	12.63%
06408 - IDEA Part B (611)	\$166,851.01	\$92,135.22	\$74,715.79	55.22%
06412 - IDEA Non-Public	\$4,389.86	\$4,389.00	\$0.86	99.98%
06996 - Elementary & Secondary School Emergency Fund	\$0.00	\$10,742.50	(\$10,742.50)	
08000 - Transfers (Outgoing)	\$50,000.00	\$50,000.00	\$0.00	100.00%
09000 - Reimbursed by Other Funds/Entities	\$0.00	\$1,236.96	(\$1,236.96)	
Total	\$11,644,125.12	\$2,886,753.42	\$8,757,371.70	24.79%

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Minden High School

10/01/2020 through 10/31/2020

Bank Statement Reconciliation Summary

Statement Balance	\$ 349,474.22
- Outstanding checks	\$ 4,827.56
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 344,646.66
+ Investments	\$ 37,000.00
Book Balance	\$ 381,646.66

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
11/10/2020	1403	Ameritas Life Insurance Corp.	Ameritas Tsa	\$ 500.00
11/10/2020	1404	Ameritas Life Insurance Corp..	Vision Insurance	\$ 1,068.90
11/10/2020	1405	Blue Cross Blue Shield	Dental Insurance	\$ 699.80
11/10/2020	1405	Blue Cross Blue Shield	District Dental Insurance	\$ 220.33
11/10/2020	1405	Blue Cross Blue Shield	District HDHP Health Ins 2PT	\$ 4,724.28
11/10/2020	1405	Blue Cross Blue Shield	District HDHP Health Ins 9 Mo	\$ 1,820.22
11/10/2020	1405	Blue Cross Blue Shield	District HDHP Health Ins FAM	\$ 3,151.50
11/10/2020	1405	Blue Cross Blue Shield	District HDHP Health Ins SNG	\$ 1,905.81
11/10/2020	1405	Blue Cross Blue Shield	District HDHP Health Ins SPD	\$ 1,044.00
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins 2PT	\$ 23,704.12
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins 9 Mo	\$ 12,845.88
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins FAM	\$ 89,382.72
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins SNG	\$ 7,473.95
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins SPD	\$ 7,391.34
11/10/2020	1405	Blue Cross Blue Shield	District Health Ins Split	\$ 1,862.14
11/10/2020	1405	Blue Cross Blue Shield	Feba Bcbs Dental 2PT	\$ 584.28
11/10/2020	1405	Blue Cross Blue Shield	Feba Bcbs Dental FAM	\$ 1,290.00
11/10/2020	1405	Blue Cross Blue Shield	Feba Bcbs Dental SPD	\$ 228.20
11/10/2020	1405	Blue Cross Blue Shield	Health Insurance	\$ 752.53
11/10/2020	1406	Cavalry SPV I, LLC	Kearney County Court Cavalry	\$ 176.99
11/10/2020	1407	Credit Management Services, Inc.	Credit Mgmt Services, Inc	\$ 195.84
11/10/2020	1408	Horace Mann Life Insurance Company	Horace Mann Life Insurance	\$ 1,475.00
11/10/2020	1409	Madison National Life Insurance Co., Inc.	Feba Life Insurance	\$ 275.05
11/10/2020	1409	Madison National Life Insurance Co., Inc.	Long-Term Disability	\$ 1,243.70
11/10/2020	1409	Madison National Life Insurance Co., Inc.	Term Life Policy	\$ 444.83
11/10/2020	1410	Minden Exchange Bank & Trust Co.	HSA Contribution	\$ 2,860.85
11/10/2020	1411	Minden Public Schools	District Court	\$ 1,186.00
11/10/2020	1411	Minden Public Schools	F/b Dependent Care	\$ 2,691.69
11/10/2020	1411	Minden Public Schools	F/b Medical Dental	\$ 3,922.60
11/10/2020	1411	Minden Public Schools	Increased Retirement Percent	\$ 13,173.55
11/10/2020	1411	Minden Public Schools	NE Retirement	\$ 89,385.74
11/10/2020	1411	Minden Public Schools	NE Retirement Repayment	\$ 288.50
11/10/2020	1412	Minden Public Schools.	Computer Lease Purchase	\$ 244.20
11/10/2020	1413	Mps Payroll	Federal Withholding	\$ 41,311.46
11/10/2020	1413	Mps Payroll	FICA	\$ 65,478.16
11/10/2020	1413	Mps Payroll	Medicare	\$ 15,313.44
11/10/2020	1414	Mps Payroll NE Income Tax	State Withholding - NE	\$ 18,109.78
11/10/2020	1415	New York Life	Ny Life Tsa	\$ 200.00
11/10/2020	1416	Alpha Rehabilitation, P.C.	OT & Speech Services	\$ 108.73
11/10/2020	1417	Amazon Capital Services, Inc.	Corrective Reading Books	\$ 179.70
11/10/2020	1417	Amazon Capital Services, Inc.	Face Masks	\$ 261.00
11/10/2020	1417	Amazon Capital Services, Inc.	Safety & SPED Supplies	\$ 63.50
11/10/2020	1417	Amazon Capital Services, Inc.	SPED & Grounds Supplies	\$ 50.98
11/10/2020	1417	Amazon Capital Services, Inc.	SPED & Tech Supplies	\$ 49.64
11/10/2020	1418	Apple Computer	Teacher Computers	\$ 25,568.00
11/10/2020	1419	Aurora Cooperative	Fuel & Grounds Chemicals	\$ 3,256.95
11/10/2020	1420	Axtell Community Schools	SPED Contracted Services	\$ 486.15
11/10/2020	1421	Bamford, Inc.	Bus Barn Fire Sprinkler Test	\$ 250.00
11/10/2020	1422	Black Hills Energy	Bus Barn Natural Gas	\$ 35.88
11/10/2020	1422	Black Hills Energy	East Natural Gas	\$ 383.35
11/10/2020	1422	Black Hills Energy	MS Natural Gas (Activity Bldg Meter)	\$ 656.53

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
11/10/2020	1422	Black Hills Energy	MS/HS Natural Gas	\$ 1,559.89
11/10/2020	1423	BSN Sports	Basketball Supplies	\$ 375.58
11/10/2020	1423	BSN Sports	Wrestling Supplies	\$ 498.21
11/10/2020	1424	Cardmember Service	East Computer Management Software	\$ 152.84
11/10/2020	1424	Cardmember Service	HS Computer Repair	\$ 39.00
11/10/2020	1424	Cardmember Service	HS Software Subscription	\$ 5.00
11/10/2020	1424	Cardmember Service	MS Classroom Management Materials	\$ 160.00
11/10/2020	1424	Cardmember Service	Projector Bulb	\$ 69.88
11/10/2020	1425	Carolina Biological Supply Company	Hs Ag Class Supplies	\$ 34.30
11/10/2020	1426	Century Link Long Distance	Long Distance Telephone Service	\$ 15.16
11/10/2020	1427	CenturyLink - Regular Telephone	Telephone Service	\$ 523.92
11/10/2020	1428	City Of Minden	Utilities	\$ 20,839.92
11/10/2020	1429	Clearly Communications	Telephone Services	\$ 243.51
11/10/2020	1430	Communications Engineering, Inc.	MS Clock Replacement	\$ 366.00
11/10/2020	1431	Computer Hardware, Inc.	East MacBook Repair	\$ 650.00
11/10/2020	1432	Conditioned Air Mechanical Systems & Service	MS & East HVAC Repair	\$ 8,657.00
11/10/2020	1433	Dana F. Cole & Company, LLP	Annual Audit	\$ 3,050.00
11/10/2020	1434	DAS State Accounting - Central Finance	Internet Service	\$ 339.00
11/10/2020	1435	Dollar General	HS Custodial Supplies	\$ 20.00
11/10/2020	1435	Dollar General	HS Life Skills Supplies	\$ 15.00
11/10/2020	1435	Dollar General	Preschool Supplies	\$ 15.75
11/10/2020	1436	Educational Service Unit #10	SPED Services	\$ 747.95
11/10/2020	1437	Family Physical Therapy & Sports Center, P.C.	OT/PT Services	\$ 4,620.75
11/10/2020	1438	Graham Tire Co.	05 Pickup Tires	\$ 726.48
11/10/2020	1439	Heartland Refrigeration, LLC	HS Ice Machine Repair	\$ 498.76
11/10/2020	1440	Hometown Leasing	Copier & Printer Lease #22795217	\$ 3,900.00
11/10/2020	1441	Jim's OK Tire Minden, LLC	05 Pickup Tire Mounting	\$ 156.00
11/10/2020	1441	Jim's OK Tire Minden, LLC	Bus 20P Tire Repair	\$ 35.00
11/10/2020	1442	Kearney Winnelson Co.	East Plumbing Repair	\$ 50.10
11/10/2020	1442	Kearney Winnelson Co.	Football Field Sprinkler Repair	\$ 193.36
11/10/2020	1443	Landmark Implement Carquest	Air Compressor Pressure Gauge	\$ 17.39
11/10/2020	1443	Landmark Implement Carquest	Bus 02A Repair/Maintenance	\$ 16.95
11/10/2020	1443	Landmark Implement Carquest	Bus Filter & Air Chuck	\$ 27.91
11/10/2020	1443	Landmark Implement Carquest	Bus Oil Filters	\$ 87.46
11/10/2020	1443	Landmark Implement Carquest	Sprayer Repair	\$ 103.88
11/10/2020	1444	LandMark Implement, Inc.	Skidsteer Lease	\$ 2,000.00
11/10/2020	1445	Mason's Market	East SPED Supplies	\$ 8.41
11/10/2020	1445	Mason's Market	HS Ag Class Supplies	\$ 25.99
11/10/2020	1445	Mason's Market	HS FCS Supplies	\$ 335.34
11/10/2020	1445	Mason's Market	HS Life Skills Supplies	\$ 99.95
11/10/2020	1445	Mason's Market	Kindergarten Supplies	\$ 18.75
11/10/2020	1445	Mason's Market	MS Life Skills Supplies	\$ 60.49
11/10/2020	1445	Mason's Market	Preschool Supplies	\$ 3.59
11/10/2020	1445	Mason's Market	Water Softener Salt	\$ 880.74
11/10/2020	1446	McGraw Hill School Education	Corrective Reading Books	\$ 691.57
11/10/2020	1447	Menards	HS Tech Supplies	\$ 46.17
11/10/2020	1448	Minden Courier	District Printing & Advertising	\$ 111.44
11/10/2020	1449	Minden Hardware	Supplies Repairs, & UPS Shipping	\$ 600.35
11/10/2020	1450	Minden Lumber & Concrete	Building Maintenance Supplies	\$ 23.28
11/10/2020	1450	Minden Lumber & Concrete	East Repairs	\$ 5.32
11/10/2020	1450	Minden Lumber & Concrete	FB Field Bleacher Gate	\$ 38.40

Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
11/10/2020	1450	Minden Lumber & Concrete	Fb Field Gate Latch	\$ 5.99
11/10/2020	1450	Minden Lumber & Concrete	Grounds Repairs	\$ 6.40
11/10/2020	1450	Minden Lumber & Concrete	Preschool Dividers	\$ 145.62
11/10/2020	1451	Minden Office Supply	Classroom Supplies	\$ 82.57
11/10/2020	1451	Minden Office Supply	East Library Book Tape	\$ 36.04
11/10/2020	1451	Minden Office Supply	East Supplies	\$ 19.50
11/10/2020	1451	Minden Office Supply	Journalism Envelopes	\$ 48.50
11/10/2020	1452	Mosyle Corporation	iPad Management Software	\$ 156.56
11/10/2020	1453	Mps Lunch Fund M.s.	Temporary Transfer to Lunch Fund	\$ 50,000.00
11/10/2020	1454	Mps Petty Cash	Postage	\$ 65.78
11/10/2020	1455	Napa Auto Parts	Bus 02A Light & Shop Supplies	\$ 20.33
11/10/2020	1455	Napa Auto Parts	Shop Supplies	\$ 24.11
11/10/2020	1455	Napa Auto Parts	Transmission Fluid	\$ 28.94
11/10/2020	1456	National Science Teaching Association	Physics Textbooks	\$ 62.74
11/10/2020	1457	Ne Association School Boards	State Education Conference	\$ 2,456.00
11/10/2020	1458	NSASSP - Region IV	NSASSP Region IV Dues	\$ 40.00
11/10/2020	1459	One Source	Background Checks	\$ 134.00
11/10/2020	1460	Perry, Guthery, Haase & Gessford, P.C., L.L.O	Legal Fees - General	\$ 2,829.00
11/10/2020	1460	Perry, Guthery, Haase & Gessford, P.C., L.L.O	Legal Fees - Water Damage	\$ 735.00
11/10/2020	1461	Pony Express Ford	05 Pickup Repairs/Maintenance	\$ 1,844.63
11/10/2020	1462	Presto-X Company	Pest Control Services	\$ 133.00
11/10/2020	1463	Protex Central, Inc.	MS Fire Alarm Repair	\$ 446.40
11/10/2020	1464	Sportboardz, LLC	Wall of Champions Boards	\$ 4,198.00
11/10/2020	1465	Striv, Inc.	StrivTV Upgrade	\$ 149.25
11/10/2020	1466	The Home Depot Pro	Custodial Supplies	\$ 1,552.83
11/10/2020	1467	U.S. Post Office	Journalism Stamps	\$ 110.00
11/10/2020	1468	Verizon Wireless	Wireless Hotspot Data Plan	\$ 160.04
11/10/2020	1469	Village Uniform	East Mop & Mat Service	\$ 116.30
11/10/2020	1469	Village Uniform	HS Mop & Mat Service	\$ 337.40
11/10/2020	1469	Village Uniform	MS Mop & Mat Service	\$ 263.70
11/10/2020	1470	Widdifield, James T	October Reimbursement	\$ 493.39
11/10/2020	1471	Woodward's Disposal Service, Inc.	Shredding Service	\$ 52.00
11/10/2020	1472	Wright Express Fleet Services	Fuel	\$ 719.11
11/10/2020	EFT	Minden Exchange Bank - EFT	Direct Deposit Fees	\$ 35.65
Subtotal				\$ 571,248.31
Net Payroll - November 2020				\$ 369,044.88
Total General Fund Disbursements - November 2020				\$ 940,293.19

Secretary Kenneth Carpenter

Lunch Fund Checks and Liabilities

Check Number	Date	Payee	Reason	Amount
EFT	10/7/2020	Sysco - EFT	Commodities	\$ 9,083.45
EFT	10/7/2020	US Foods	Commodities	\$ 3,080.69
5604	10/7/2020	Minden Hardware	Lunch Room Supplies	\$ 23.97
5605	10/7/2020	Mason's Market	Commodities	\$ 27.01
5606	10/7/2020	Jim Schnieder	Account Refund	\$ 32.15
5607	10/7/2020	Jodi Boudreau	Account Refund	\$ 109.05
5608	10/7/2020	Chesterman Company	Beverages	\$ 217.50
5609	10/7/2020	Cash-wa Distributing Co.	East Milk Cooler	\$ 2,675.00
5609	10/7/2020	Cash-wa Distributing Co.	Commodities	\$ 12,602.94
5610	10/7/2020	Hiland Dairy	Milk Products	\$ 5,777.41
5611	10/7/2020	Minden Office Supply	Lunch Room Printer Ink	\$ 78.33
5612	10/7/2020	Village Uniform	Kitchen Rag and Apron Service	\$ 161.58
5613	10/7/2020	Dollar General	Lunch Room Supplies	\$ 19.55
201	11/10/2020	Ameritas Life Insurance Corp..	EE Vision Insurance Premiums	\$ 49.46
202	11/10/2020	Blue Cross Blue Shield	Health & Dental Insurance Premiums	\$ 4,731.82
203	11/10/2020	Madison National Life Insurance Co., Inc.	EE FEBA Life Insurance Premiums	\$ 10.95
203	11/10/2020	Madison National Life Insurance Co., Inc.	EE Life Insurance Premiums	\$ 16.22
203	11/10/2020	Madison National Life Insurance Co., Inc.	Long Term Disability	\$ 9.80
204	11/10/2020	Minden Exchange Bank & Trust Co.	EE & ER HSA Contributions	\$ 71.31
205	11/10/2020	Minden Public Schools	EE & ER Retirement Contributions	\$ 2,645.70
205	11/10/2020	Minden Public Schools	Employee FEBA - Medical/Dental	\$ 206.63
206	11/10/2020	Mps Payroll	EE & ER FICA, Medicare, & Federal Income Tax	\$ 2,384.61
207	11/10/2020	Mps Payroll NE Income Tax	EE Nebraska Income Tax Withholding	\$ 211.98
Subtotal				\$ 44,227.11
Net Payroll - November 2020				\$ 10,426.24
Total Lunch Fund Disbursements				\$ 54,653.35

Building Fund Liabilities

Check Number	Date	Payee	Reason	Amount
571	11/10/2020	CBS Constructors	North Ramp Fabrication & Installation	\$ 11,875.00
572	11/10/2020	Nemaha Sports Construction	CO #10 - Irrigation Remobilization	\$ 935.00
Total Building Fund Disbursements - November 2020				\$ 12,810.00



MINDEN PUBLIC SCHOOLS
ACTIVITIES/ATHLETIC DEPARTMENT
Ed Rowse, Asst. Prin./Act. Dir.

622 W. 3rd Street
Minden, NE 68959-1598
308-832-2254 School
308-832-1892 Fax

NOVEMBER 2020 BOARD MEETING
ACTIVITIES DIRECTOR REPORT

All fall sports teams have finished their season now as we get into November. I was proud of the work put in over the summer by our student athletes and saw improvements in many of our athletes both physically and emotionally. This summer was much different coming off of Covid lay off and dealing with all the issues that have come with this virus. Committing the time and effort to be your best is a large sacrifice but the rewards and experiences outweigh the input as well as provide learning experiences that mold and build our students into future leaders. Overall this summer I was impressed with the time our coaches and players put in preparing for their upcoming seasons. I never heard complaints from our coaches or student athletes, instead they were grateful for the opportunity to be together training.

The varsity volleyball team continued to play hard all season. The team placed fourth at the 2020 SWC Tournament this year. The team also finished third in the regular season. The team competed in sub districts at Kearney Catholic High School where they defeated Gibbon and then lost to Kearney Catholic. There was a point in their season where they were missing players to illness or injury 34 straight days but continued to practice and play matches with the players available. There have been lessons/experiences that our coaches and players have gotten that wouldn't have been possible in the absence of this Covid pandemic. Hopefully these experiences will be valuable for our coaches and players as they move forward in their lives. Congratulations to the players and their coaches on a fine season!

The boys and girls cross country teams had a terrific season. The girls finished 3rd in SWC and our boys were runner up! At districts the girls team finished as the champions and our boys finished 3rd. At the state meet Jessie Hurt finished 4th and the girls finished 10th as a team. Our boys finished 8th as a team. Congrats to these fine athletes and their coaches on a great season!!!

Varsity football finished their regular season with a 3-5 record. They lost their first football game to Covid but were able to play the rest of their games. Our team was highly competitive in jv and varsity football and showed improvement from the summer and through the season. The football coaches were very instrumental in organizing and running the weight room this summer.

Play Production has been working hard preparing for their performances. The team will be competing in a One Act Play Festival in Ord on Monday, November 9th. Good luck! They will also host a Public Play Production Performance at the Minden High School theater Tuesday, Nov. 17th at 7 pm. They will host their Play Production Festival at the High School Saturday, November 21st and will host the SWC Play Production contest Monday, November 23rd at the High School.

The winter sport seasons have started for junior high girls basketball, junior high wrestling, high school wrestling, and high school basketball for girls and boys. At this time there are 25 jr. high wrestlers, 12 girls in 7th grade basketball, and 19 girls in 8th grade basketball. We will also have a High School Winter Sports Parents meeting Monday, November 16th at 6:30 pm in the high school theater. After the large group meeting each sport will break into their own sport group meetings to discuss team and parent expectations, rules, schedules, goals etc.

We have been working on our Minden Championship Wall for the high school. It will be delivered this Thursday and hopefully we can get it mounted during the Christmas break!

Ed Rowse

Minden Public School Board of Education Report

November, 2020

Submitted by Sandy Pohl, Principal

Reading:

The Minden Public Schools school improvement goal states, “**All students will show measurable progress in their reading skills across all curricular areas.**” This is a goal that is worked on every single day at East Elementary by every teacher. The following are strategies and services that we are so very proud of and committed to.

All students receive grade level instruction in their whole group general education setting. However, each classroom teacher also works to differentiate accordingly for each student based on their proficiency level and really work to meet individual needs are areas to grow in. For instance, kindergarten students’ homework is a folder of sight words each night. One side pocket is filled with words they have mastered. The other side pocket is filled with the words they have not yet mastered and can be read to parents each night verifying the practice with a parent signature.

Reading interventions are a part of every classroom. This includes interventions with the area of Special Education and Title but also higher achieving academics through our G.A.T.E. program. Beginning in the first grade, students can be recommended for a special assessment that would possibly qualify them for our G.A.T.E. program. This program focuses on providing extensions that promote creative thinking, encourage problem solving, and delivers higher levels of instruction.

Our reading services fully utilize every teacher within our building in order to minimize reading group size and maximize engagement and instructional minutes. Every morning the second grade teachers split their readers into small groups. Not only does each classroom teacher lead a group, but Mrs. Woodward and Mr. McCarthy lead multiple reading groups. We have intentionally scheduled their Art and P.E. classes around focused reading time in order for them to be a part of the reading process. Mrs. Olson (library/media) does the same thing at the third grade level, and Mrs. Rowley joins in the reading collaboration services with first grade.

Teachers come to school extremely focused every day to move students along in their reading. However, we are also working diligently in providing reading development instructional strategies to parents to use at home. There is a large correlation to the involvement and support of parents in the success of a child’s reading. Numbers from Scholastic Book Company say that a child who reads only one minute per day at home will learn 8,000 new words per year. In contrast, children who read twenty minutes per day are estimated to hear and learn 1,800,000 words per year. We have also produced videos for parents to watch in order to give them at home strategies to practice the five main areas of reading: phonics, phonemic awareness, fluency, vocabulary, and comprehension.

Breakfast:

Starting students' days with breakfast is another component of support that the school offers students. Our breakfast in the classroom program has really increased the number of children we feed in the morning. In September of 2019, we fed a total of 184 children breakfast in the morning. Drastically different, the total number of children fed in September 2020 was 2,959.

Health:

Not only is Nurse Julie a crucial part of the prevention, communication, and case monitoring of covid-19 in our schools. She also continues to do all the other important work that has previously been done. For example, Nurse Julie monitors students with diabetes, she takes temperatures and cleans up playground scrapes, as well as documenting and delivering daily medication given to select students in our schools. During the lunch session at East, you can find Nurse Julie coaching a boy through eating various foods after a food allergy reaction (prior to coming to school) caused him to be greatly fearful of food. She eats her lunch alongside him so he learns that food can be safe and is necessary for our bodies. This last month she also organized and completed required height, weight, and vision screenings for all students. After sharing just some of the ways Nurse Julie makes our school district better, I would personally like to recognize Nurse Julie for her dedication to every single child that attends Minden Public Schools.

Community Connection:

The third grade students walked to Bethany home on the afternoon of November 3rd with hands full of cheerful, brightly colored artwork/signs. The beautiful afternoon allowed for the students to hold the signs up outside of residents' windows and brighten their day. Both Bethany home residents and our students' hearts were full.



Minden High School

November 2020

Board of Education Report



Veteran's Day Celebration:

On November 11th, we will be hosting our first ever Virtual Veteran's Day Celebration. This event will include Mrs. Johnson's FCCLA students hosting a drive-thru breakfast served to our local veterans. Additionally, we will be broadcasting a virtual program that follows our traditional Veteran's Day program. I would like to thank the numerous people that have put in extra time and effort to organize this virtual event. I am very proud of our students and our school for continuing the tradition of hosting a program for our veterans and their families. The website link for the Veteran's Day Celebration will be sent out via our various social media platforms and also on our district website.

Vocal Music by Mr. Hugo Madera:

For educational and safety purposes, our Concert Choir has recently been divided into multiple smaller ensembles. This year, MHS Vocal Department is proud to provide students with the opportunity to experience new works by creating the following chamber ensembles: Women's Choir, Men's Choir, and Madrigal Choir (a selective chamber group). Curriculum for each one of these choirs is currently based on sight reading skills and music literacy.

Exploring the depths of American music, all of our students are currently applying historical context to their current repertoire. As an introduction to this topic, we have spent a good amount of time talking about Revolutionary War Era composer William Billings and the start of the American choral music. Who was he? Why is he relevant? How was he related to John Revere?

Our Show Choir members are about to start learning choreography to our 2020-2021 show. Through the development of performing strategies and show presence, we have been able to portray a story through the music, allowing us to continue improving as an ensemble.

They have worked tirelessly and are ready to bring the music to life.

Instrumental Band by Mr. Jack Moore:

Even though Covid-19 has taken away most of our outside activities, we still kept busy. With the 34 we have in band, we managed to have a pep band of 23 after taking out the football players and cheerleaders. We did the National Anthem before every football game and did a few pep band songs during the games.

The only outside marching we participated in was the 1st Annual Alma Marching Festival which was begun this year because all the other street marching parades, including Minden Bandfest, were cancelled due to the pandemic. We not only received a superior rating for the parade, we came in 3rd overall out of 17 bands.

This week we contributed to the Veteran's Day Program by playing a collection of the Armed Forces songs or hymns. We are also beginning rehearsals for the coming Christmas season programs.

ACT/MAP Data Review and Staff Development:

During our Friday staff development the high school staff have been reviewing our student's different assessment data, including the recent ACT test scores and our most recent MAP scores. In addition to the review scores our individual departments will be working to identify the essential state standards in their area. The review of testing data and the identification of essential standards allows the staff to focus our efforts on those areas of instruction that may need assistance as well as those areas of strength. We do appreciate the opportunity to hold our Friday staff development as they have become a vital component to improving teacher effectiveness, classroom performance and student achievement.

FFA Classes-Land Judging by Macie Wippel

This term in Introduction to Agriculture the students are learning about Natural Resources and how being good stewards of the land makes a difference in the future of agriculture production. This week the students got to go on a field trip to learn about land judging. Land Judging enables students to learn how to recognize the physical features of the soil, determine land capability for crop production, and evaluate management practices needed for proper stewardship. Bruce Favinger dug two soil pits for our students to utilize to see the difference between an alfalfa field and a corn field in terms of soil texture, root growth, and soil depth. The students had a great time and enjoyed a beautiful morning outside.





Minden Public Schools
C.L. Jones Middle School
November 2020 Report to the Board of Education
Mrs. Chelsey Jensen, Administrator

The following information is a list of highlights at C.L. Jones Middle School:

Calm Classroom- Many of the classrooms at C.L. Jones Middle School are implementing the Calm Classroom mindfulness curriculum into their daily schedules. This curriculum focuses on the importance of teaching mindful breathing, stretching, focusing, and relaxation exercises to cultivate a greater sense of self-awareness, mental focus, and emotional resilience within educational spaces. This allows students and teachers to take short breaks throughout the day to relax and re-energize their minds. This includes 3 minute, scripted lessons that teach mindfulness-based skills to an entire classroom of students.

Additional information about Calm Classroom: "Luster Learning Institute (LLI) is a not-for-profit organization founded in 2007 by Jai and Joy Luster. In 2008 Calm Classroom launched in Chicago Public Schools, and is currently implemented in thousands of classrooms around the world" (www.calmclassroom.com).

Donation- The C.L. Jones Middle School staff participated in an extra "jeans day" in exchange for a \$5 donation. We are proud to share that our C.L. Jones staff donated \$110 to The Closet/ Food Pantry. We are thrilled to collaborate with local organizations/ businesses and to give back to others in our community. Thank you C.L. Jones staff for your generosity!

Middle School Quiz Bowl- The Middle School Quiz Bowl team was scheduled to participate in their first competition on October 8, 2020 in Holdrege. Unfortunately, this event was cancelled due to Covid-19. The Educational Service Unit (ESU) 11 is working on virtual quiz bowl options for our students.

Parent-Advisory Committee- The Parent- Advisory Committee met on November 4, 2020. We discussed upcoming events at C.L. Jones Middle School and continued Covid-19 safety procedures. Thank you to the Parent- Advisory Committee members, Vallerie Grollmes, Angie Althouse, Kyle Jensen, Sara Swanson, and Justin Betty, for their continued support and collaboration for our staff and students!

Costume Parade- All students were allowed to wear costumes on Friday, October 30, 2020. 4th and 5th grade students participated in a costume parade at 8:00 AM in the

C.L. Jones gym. This was a way for the students to show off their fun costumes with the rest of our student body. Students in grades 6-8 were able to watch the parade. The students really enjoyed this parade of costumes. Thank you Mrs. Stepp for organizing this fun event for our students!



Paw Patrol- Students in the Purple Power Safety club are ensuring the safety of our students by monitoring our crosswalks. If you are around C.L. Jones around 3:30 PM daily, you have probably noticed students wearing reflective, yellow vests holding STOP signs to control the flow of traffic near the crosswalks on 3rd and Park Avenue. This new crosswalk patrol, Paw Patrol, has been a wonderful addition to our daily routine. Thank you Paw Patrol for keeping our students safe!



Whippet of the Month-

This was our first month implementing the new Whippet of the Month positive behavior support system. The C.L. Jones Middle School staff nominate students that demonstrate outstanding character, behavior, and commitment to academic progress. These students were presented with a certificate of achievement and a Pizza Hut gift certificate for their hard work. Congratulations to the following October Whippets of the Month:

4th graders- Caleb Mostrom, Brinley Pohl

5th graders- Maverick Betty, Cole Schwenka

6th graders- Gabrielle Lee, Evan Lutkemeier

7th graders- Luke Grollmes, Isabelle Martin

8th graders- Dawson Conyers, Brock Reed



Winter MAP Testing- Grades 4-6 will participate in the winter Measures of Academic Progress (MAP) testing in the areas of math/ reading. We will begin MAP testing on December 8th, 2020. The data from these MAP tests will help us plan differentiated instruction and interventions for students. We will also use the data to interpret each student's progress from fall (September) MAP testing and winter (December) MAP testing.

Million Words Club- One of the missions of the CL Jones library is to "...enable students in their ongoing pursuit of knowledge to become lifelong learners." One of the ways we do this is to encourage a love of reading for fun by tracking the number of words students read each year. We are able to track this data through our Accelerated Reading program as students are assessed after reading each book. We recognize students who read a million words or more by posting their picture outside of the library on our "Million Words Club" board so they can be recognized by teachers and peers.

They are also entered into a drawing for a prize. Often, students will race to see who can get to a million words first. So far this year we have had two students, Josa Ciemnoczowski and Frank Kovacs, reach the million word benchmark and have many more well on their way! We are creating lifelong learners one book at a time. Others that are on their way to meet the million word goal include: Addison Klabunde, Brielle Boudreau, Emma Grube, Ava Fickler, Rebecca Lempka, Kabel Johansen, Kate Boudreau and Xander Linner. Keep up the great work readers!

7th Grade Girls Basketball- The first practice was October 20, 2020. There are currently 12 girls participating this season. These student athletes already have a good knowledge of the game and have been working hard during practice. Their first game will be Thursday, November 5, 2020 against Wood River/ Shelton. Thank you Mrs. Emery and Mr. Wilson for coaching this great group of athletes this season!

7th and 8th Grade Wrestling- Wrestling practice began on October 19, 2020 at C.L. Jones Middle School. The wrestlers are using two separate areas to practice to help practice social distancing. There are currently 26 wrestlers participating this year. Their first meet will be November 17, 2020 at C.L. Jones Middle School. Thank you Mr. Wragge and Mr. Reed for coaching this fantastic group of athletes!

C.L. Jones Student Council- Student Council is having a great year at C.L. Jones and this year's crew includes 41 members with all 5 grade levels being equally represented. Young students continue to find great role models to look up to and work with as the Student Council puts on numerous events throughout the year. Adalle Banzhaf won a very tight Student Council Presidential election and has eagerly stepped up to fill that leadership role. Currently, Student Council members are working on the production of the C.L. Jones middle school talent show which will be held virtually/online this year. We also have a school-wide food drive planned for December that benefits The Closet and Kearney County food pantry. Last year the Student Council food drive collected over 1,300 lbs of food. The C.L. Jones Student Council continues to be a great way for students to have a huge impact in their school and community throughout the year. Thank you Mr. Nichols for leading this fantastic group of students!

Superintendent Report

Meeting: November Board Meeting

Date: 11/9/20

Mr. Widdifield

=====

Topics:

Veterans Day Virtual Program: A big Thank You to all our Veterans and the service they have given for our country. I would also like to Thank all the people that helped out making the video. A special thanks to Ms. Oberg, Mr. Nichols, Mrs. Emery, Mrs. Maulsby, Mr. Wragge, and Color Guard.

Commissioners Advisory Group: We met with Dr. Bloomstedt, Nebraska Education Commissioner two weeks ago. We had a great conversation about COVID, regulations with NDE, working on a common message with our schools, and how we can be more proactive in our current environment.

HVAC Project: ETI is starting to get plans drawn up, we are working on the contract, and should have some of the contractors ready to go for next summer by the end of December.

Fall Activities: I want to Thank the coaches, staff, and community for volunteering their time for all of our activities. Build it and they will come has been a theme for us this year. We get to host great activities and these events put money back into our community. Thanks to Mr. Rowse and admin for making these events possible.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503

MINDEN, NEBRASKA

FINANCIAL STATEMENTS

AUGUST 31, 2020



**DANA F. COLE
& COMPANY** LLP
CERTIFIED PUBLIC ACCOUNTANTS

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
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**DANA F. COLE
& COMPANY^{LLP}**
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Education
Minden Public Schools District No. 503
Minden, Nebraska

Report on the Financial Statements

We have audited the accompanying modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Minden Public Schools District No. 503, Minden, Nebraska, as of and for the year ended August 31, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position - modified cash basis of the governmental activities, each major fund, and the aggregate remaining fund information of Minden Public Schools District, No. 503, Minden, Nebraska, as of and for the year ended August 31, 2020, and the respective changes in financial position - modified cash basis thereof for the year then ended in accordance with the modified cash basis of accounting as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Minden Public Schools District No. 503, Minden, Nebraska's basic financial statements. The supplementary information on pages 28 - 48 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information on pages 28 - 45 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information on pages 28 - 45 is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, Minden Public Schools District No. 503, Minden, Nebraska's basic financial statements for the year ended August 31, 2019, which are not presented with the accompanying financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, each major fund, and the aggregate remaining fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Minden Public Schools District No. 503, Minden, Nebraska's basic financial statements as a whole. The supplementary information on pages 32 - 44 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2019 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of those basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the

basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2019 supplementary information on pages 32 - 44 is fairly stated in all material respects in relation to the basic financial statements from which it has been derived.

The supplementary information included on pages 46 - 48 is the responsibility of management, is presented for purposes of additional analysis, and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 27, 2020, on our consideration of Minden Public Schools District No. 503, Minden, Nebraska's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Minden Public Schools District No. 503, Minden, Nebraska's internal control over financial reporting and compliance.

Dana F Cole + Company, LLP

Minden, Nebraska
October 27, 2020

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF ACTIVITIES AND NET POSITION - MODIFIED CASH BASIS
FOR THE YEAR ENDED AUGUST 31, 2020

FUNCTIONS/PROGRAMS	Disburse- ments	Program Receipts			Net (Disbursements) Receipts and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government
					Total Governmental Activities
Governmental Activities					
Regular instruction	5,259,680	20,645			(5,239,035)
Special education programs	1,011,752		504,957		(506,795)
Support services					
Students	814,290				(814,290)
Instruction	293,504				(293,504)
General admini- stration	955,284				(955,284)
Operation and maintenance of plant	1,225,912				(1,225,912)
Central services	186,616				(186,616)
Other support services	374				(374)
Student transpor- tation	273,634				(273,634)
State categorical programs	43,633		7,610		(36,023)
Federal programs	416,769		320,924		(95,845)
Debt service					
Principal	10,935,000				(10,935,000)
Interest	622,632				(622,632)
Trustee fees	1,103				(1,103)
Capital outlay	1,496,315			35,000	(1,461,315)
Other	7,335	7,335			
Nutrition services	463,403	133,593	308,189		(21,621)
Total governmen- tal activities	<u>24,007,236</u>	<u>161,573</u>	<u>1,141,680</u>	<u>35,000</u>	<u>(22,668,983)</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF ACTIVITIES AND NET POSITION - MODIFIED CASH BASIS
FOR THE YEAR ENDED AUGUST 31, 2020

	Disburse- ments	Program Receipts			Net (Disbursements) Receipts and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Total Governmental Activities
ASSETS					
Cash and cash equivalents					6,122,881
Cash at county treasurer					2,600,940
TOTAL ASSETS					8,723,821
NET POSITION					
Restricted for:					
Debt services					1,997,174
Capital projects					1,177,618
Unrestricted					5,549,029
TOTAL NET POSITION					8,723,821

See accompanying notes to financial statements.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
AND STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED AUGUST 31, 2020

	Major Funds						Total Governmental Funds
	General Fund	School Nutrition Fund	Bond Fund	Special Building Fund	Student Fee Fund	Elimi- nations	
RECEIPTS							
Local receipts							
Property taxes - general purpose	8,116,121						8,116,121
Property taxes - special building				166,967			166,967
Property taxes - debt service			1,395,214				1,395,214
Motor vehicle taxes	439,681						439,681
Public power district sales tax	48,426		8,430	1,099			57,955
Interest	42,836	8	29,807	29,218			101,869
Other	7,628		599	22	7,335		15,584
Rental of school facilities	5,865						5,865
Preschool tuition	14,780						14,780
Nutrition sales		133,593					133,593
Sale of property	12,800						12,800
Insurance proceeds	13,139			274,865			288,004
County and ESU sources	31,311						31,311
State receipts	1,713,136	1,649	158,239	20,868			1,893,892
Federal receipts	370,145	300,379					670,524
Nonrevenue receipts	10,061	7,100					17,161
Total receipts	<u>10,825,929</u>	<u>442,729</u>	<u>1,592,289</u>	<u>493,039</u>	<u>7,335</u>		<u>13,361,321</u>
DISBURSEMENTS							
Regular instruction	5,259,680						5,259,680
Special education programs	1,011,752						1,011,752
Support services							
Students	814,290						814,290
Instruction	293,504						293,504
General administration	955,284						955,284
Central services	186,616						186,616
Operation and maintenance of plant	1,225,912						1,225,912
Other	374						374
Student transportation	273,634						273,634
State categorical programs	43,633						43,633
Federal programs	416,769						416,769

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
AND STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED AUGUST 31, 2020

	Major Funds						Total Governmental Funds
	General Fund	School Nutrition Fund	Bond Fund	Special Building Fund	Student Fee Fund	Elimi- nations	
DISBURSEMENTS (Continued)							
Debt service							
Principal			10,935,000				10,935,000
Interest			622,632				622,632
Trustee fees			1,103				1,103
Capital outlay				1,496,315			1,496,315
Nutrition services		463,403					463,403
Other					7,335		7,335
∞ Total disbursements	<u>10,481,448</u>	<u>463,403</u>	<u>11,558,735</u>	<u>1,496,315</u>	<u>7,335</u>		<u>24,007,236</u>
EXCESS (DEFICIENCY) OF RECEIPTS OVER DISBURSEMENTS							
	<u>344,481</u>	<u>(20,674)</u>	<u>(9,966,446)</u>	<u>(1,003,276)</u>			<u>(10,645,915)</u>
OTHER FINANCING SOURCES (USES)							
Donations	1,000	6,161		35,000			42,161
Transfers in	1	50,000			(50,001)		
Transfers out	(50,000)		(1)		50,001		
Bond proceeds			9,465,000				9,465,000
Bond original issue premium			532,771				532,771
Bond issue costs			(151,260)				(151,260)
Total other financing sources (uses)	<u>(48,999)</u>	<u>56,161</u>	<u>9,846,510</u>	<u>35,000</u>			<u>9,888,672</u>
NET CHANGE IN FUND BALANCES	295,482	35,487	(119,936)	(968,276)			(757,243)
FUND BALANCES, beginning of year	<u>5,161,567</u>	<u>56,493</u>	<u>2,117,110</u>	<u>2,145,894</u>			<u>9,481,064</u>
FUND BALANCES, end of year	<u>5,457,049</u>	<u>91,980</u>	<u>1,997,174</u>	<u>1,177,618</u>			<u>8,723,821</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
AND STATEMENT OF ASSETS AND FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED AUGUST 31, 2020

	Major Funds						
ASSETS	General Fund	School Nutrition Fund	Bond Fund	Special Building Fund	Student Fee Fund	Elimi- nations	Total Governmental Funds
ASSETS							
Cash and cash equivalents	3,278,451	91,980	1,624,165	1,128,285			6,122,881
Cash at county treasurer	<u>2,178,598</u>		<u>373,009</u>	<u>49,333</u>			<u>2,600,940</u>
TOTAL ASSETS	<u>5,457,049</u>	<u>91,980</u>	<u>1,997,174</u>	<u>1,177,618</u>			<u>8,723,821</u>
FUND BALANCES							
FUND BALANCES							
Restricted for:							
Debt services			1,997,174				1,997,174
Capital projects				1,177,618			1,177,618
Assigned							
Capital projects	693,030						693,030
Nutrition program		91,980					91,980
Subsequent year's budget	2,787,876						2,787,876
Unassigned	<u>1,976,143</u>						<u>1,976,143</u>
Total fund balances	<u>5,457,049</u>	<u>91,980</u>	<u>1,997,174</u>	<u>1,177,618</u>			<u>8,723,821</u>
TOTAL FUND BALANCES	<u>5,457,049</u>	<u>91,980</u>	<u>1,997,174</u>	<u>1,177,618</u>			<u>8,723,821</u>

See accompanying notes to financial statements.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
FIDUCIARY FUNDS
AUGUST 31, 2020

	Agency Funds
ASSETS	
Cash and cash equivalents	344,632
Certificate of deposit	<u>20,000</u>
TOTAL ASSETS	<u>364,632</u>
LIABILITIES	
Due to students groups and other	354,795
Due to flexible benefit plan participants	<u>9,837</u>
TOTAL LIABILITIES	<u>364,632</u>
NET POSITION	<u><u>- 0 -</u></u>

See accompanying notes to financial statements.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant accounting policies of the Minden Public Schools District No. 503, Minden, Nebraska (the District).

Reporting Entity

The Minden Public Schools District No. 503's Board of Education is the basic level of government, which has financial accountability and control over all activities related to public school education in the District. The District receives funding from local, state, and federal government sources and must comply with the requirements of these funding source entities. However, the District is not included in any other governmental "reporting entity" as defined by the GASB pronouncement, since the District's board members are elected by the public and have decision-making authority, the authority to levy taxes, the power to designate management, the ability to significantly influence operations, and primary accountability for fiscal matters.

All significant activities and organizations on which the District exercises oversight responsibility have been included in the District's financial statements.

The criteria for including organizations as component units within the District's reporting entity, as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Financial Reporting Standards*, include whether:

- The organization is legally separate (can sue and be sued in their own name)
- The District holds the corporate powers of the organization
- The District appoints a voting majority of the organization's board
- The District is able to impose its will on the organization
- The organization has the potential to impose a financial benefit/burden on the District
- There is fiscal dependency by the organization on the District

Based on the aforementioned criteria, the only potential component unit of the District is the Minden Public School Foundation, a not-for-profit entity organized exclusively for the benefit of the District. Financial activities related to the Foundation are not reflected in the District's financial statements since activities of the Foundation for the year were not significant to the reporting entity.

Basic Financial Statements - Government-Wide Statements

The District utilizes the provisions of Statement No. 34 of the Government Accounting Standards Board, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. Statement No. 34 established standards for external financial reporting for all state and local government entities, which includes government-wide financial statements, fund financial statements, and the classification of net position into the following components: restricted and unrestricted.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basic Financial Statements - Government-Wide Statements (Continued)

The statement of net position and statement of activities report information on the District as a whole. They include all funds of the District except for fiduciary funds. The effects of interfund activity have been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental receipts, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not report any business-type activities.

The statement of activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program receipts are reported instead as general receipts.

Basic Financial Statements - Fund Financial Statements

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements as applicable.

The financial transactions of the District are reported in individual funds in the fund financial statements. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, receipts, and disbursements.

Fund Types

The accounts of the District are organized on the basis of funds, which are grouped into the following fund types:

Governmental Fund Types

General Fund - The General Fund is the general operating fund of the District and accounts for all receipts and disbursements of the District not encompassed within other funds. It may finance all facets of services rendered by the District, inclusive of operation and maintenance. General Fund receipts are classified according to source while its disbursements are classified according to specific functions. All property tax receipts and other receipts that are not allocated by law, budgetary requirement, or contractual

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Types (Continued)

Governmental Fund Types (Continued)

agreement to some other fund are accounted for in this fund. General operating disbursements and the new replacement capital outlay costs that are not paid through other funds are paid from the General Fund. General Fund disbursements are limited by the Tax Equity and Educational Opportunities Support Act.

Depreciation Fund - The Depreciation Fund is established by the District in order to facilitate the eventual purchase of a costly capital outlay by reserving such monies from the General Fund. To allocate monies from the General Fund, the District will show the movement of monies as a disbursement from the General Fund and the Depreciation Fund will show the receipt as a "transfer from the General Fund." The District may divide this fund into more than one account to allocate a portion of this fund for different valid purposes. The purpose of a depreciation fund is to spread replacement costs of capital outlay over a period of years in order to avoid a disproportionate tax effect in a single year to meet such an expense. This fund is restricted as part of the Allowable Reserve by the Tax Equity and Educational Opportunities Support Act. The Depreciation Fund is considered a component of the General Fund.

School Nutrition Fund - The School Nutrition Fund is used to accommodate the financial activities of the Child Nutrition Programs. These include the School Lunch, School Breakfast, After School Snack, Special Milk, Child and Adult Care Food, and the Summer Food Service Programs. The fund accounts for all receipts and disbursements of all Child Nutrition Programs. Receipts in this fund include the federal and state program cost reimbursements received by the District and General Fund support of the lunch program. All food purchases and other supplies are accounted for as disbursements of the School Nutrition Fund; accordingly, no inventories are maintained in this fund.

Bond Fund - The Bond Fund is used to record receipts and disbursements for the payment of bond principal and interest, and other related costs (i.e. investment interest, trustee fees, etc.). Receipts from a levy to retire bonds in the District are retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the District. Funds are disbursed upon appropriate demand. All records of the transaction are maintained in this fund. Proceeds from bond issuance are deposited and recorded as a receipt in the Special Building Fund to be expended on the actual building project. The General Fund is used to make interest and bond retirement payments if the Bond Fund balance is not sufficient to meet these requirements.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Types (Continued)

Governmental Fund Types (Continued)

Special Building Fund - The Special Building Fund is established for acquiring or improving sites and buildings, including the construction, alteration, or improvement of buildings. The primary sources of receipts for the Special Building Fund include the sale of bonds, the sale of property, and tax receipts. Regardless of the source, all receipts for this purpose are accountable through this fund. General Fund disbursements for the purpose of this fund are not allowable. Special Building Fund accounting provides a more effective means of identifying those disbursements associated with construction activities and provides a complete and consolidated record of all costs of the building program at the conclusion of a project(s). If more than one Special Building Fund activity is active at the same time, separate accounts for each project may be established within the single Special Building Fund. The tax levy for this fund is restricted. The Board of Education may approve a budget with a levy limitation of \$0.14 per one hundred dollars of valuation, or a tax levy not to exceed \$0.175 per one hundred dollars of valuation may be established for this fund by a vote of the people within the District for a term not to exceed ten years.

Student Fee Fund - The Student Fee Fund is established to collect fees from students for participation in extracurricular activities, postsecondary education costs, and summer school or night school. The money is disbursed for the purposes for which it was collected from the students.

Fiduciary Fund Types

Activities Fund - The Activities Fund is used to account for the financial operations of quasi-independent student organizations, interschool athletics, and other self-supporting or partially self-supporting school activities not part of another fund. The Activities Fund shall not be used to record general operation receipts or disbursements, nor shall the Activities Fund be used as a clearing account for the General Fund. The District may divide this fund into more than one account to allocate a portion of this fund for different purposes.

Flexible Employee Benefit Account (FEBA) - The FEBA Fund is established to facilitate the funding and operation of the District's cafeteria plan which is an Internal Revenue Code Section 125 Plan used by employees to fund medical and dependent care reimbursements on a pretax basis.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Major Funds

The District reports all governmental funds as major funds. The General Fund and its components are considered one fund for reporting purposes.

Basis of Accounting

The District prepares its financial statements on the modified cash basis, which is in conformity with the accounting practices prescribed or permitted by the State of Nebraska Department of Education.

The modified cash basis of accounting is a basis of accounting other than GAAP as established by GASB. The modified cash basis of accounting is based on the recording of cash and cash equivalents and changes therein, and only recognizes revenues, expenses, assets, and liabilities resulting from cash transactions, adjusted for modifications that have substantial support in generally accepted accounting principles.

Only cash (and cash equivalents) and items that involve the receipt or disbursement of cash (or equivalents) during the period are recognized, except for the following modifications:

Assets that normally convert to cash or cash equivalents (e.g., certificates of deposit) that arise from transactions and events involving cash or cash equivalents are recognized; and

Taxes and other revenues collected by the county treasurers are included in revenues of the District in the year collected by the counties and the District funds held by the county treasurers at year end are included as assets of the District. This is in accordance with the requirements of the State of Nebraska Department of Education.

As a result of the use of this modified cash basis of accounting, certain transactions are not recorded in the financial statements. For example, accounts receivable and revenue for billed or provided services that have not been collected in cash are not accrued as revenue or receivables. Additionally, capital assets, such as property, equipment, and infrastructure, are not reported and long-term liabilities, such as debt and compensated absences, are not reported.

If the District utilized accounting principles generally accepted in the United States of America, the fund financial statements for governmental funds would use the modified accrual basis of accounting, and the fund financial statements for proprietary fund types would use the accrual basis of accounting. All government-wide financial statements would be presented in accordance with the accrual basis of accounting.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

Capital assets are not recorded as assets on the government-wide or fund financial statements, and depreciation is not recognized. Purchases of capital assets are recorded as disbursements by function in the financial statements.

Long-Term Obligations

Long-term debt is not reported as a liability in the government-wide or fund financial statements. Proceeds from long-term debt are reported as receipts and payments of principal are reported as disbursements in both the government-wide and fund financial statements.

Equity Classification

Government-Wide Statements

Equity is classified as net position and displayed in two components:

Restricted net position consists of net assets with constraints placed on the use either by external groups, such as creditors, grantors, contributors, or laws and regulations of other governments, or through constitutional provision or enabling legislation.

Unrestricted net position consists of net assets that do not meet the definition of restricted.

It is the District's policy to use restricted net assets first, prior to the use of unrestricted net assets, when a disbursement is paid for purposes in which both restricted and unrestricted net assets are available.

Fund Financial Statements

Governmental fund equity is classified as fund balance.

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable

This classification includes amounts that cannot be spent because they either (a) are not in spendable form or (b) are legally or contractually required to be maintained intact. The District currently has no amounts classified in this category.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Equity Classification (Continued)

Fund Financial Statements (Continued)

Fund Balance Classification (Continued)

Restricted

This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws and regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Committed

This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District currently has no amounts classified in this category.

Assigned

This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board delegating this responsibility to the District administrator through the budgetary process.

Unassigned

This classification includes the residual fund balance for the General Fund.

The District would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Interfund Balances and Activities

In the process of aggregating the financial information of the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

Budget Process and Property Taxes

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing. State statutes of the Nebraska Budget Act provide the prescribed budget practices and procedures that governing bodies are required to follow. The amounts that may be budgeted for certain specific funds are subject to various disbursements and/or tax levy limitations.

The property tax requirement resulting from the budget process is utilized to establish the tax levy in accordance with state statutes, which tax levy attaches as an enforceable lien on property within the District as of January 1. Taxes are due as of that date. One-half of the real estate taxes due January 1 become delinquent after the following May 1, with the second one-half becoming delinquent after September 1.

Compensated Absences

Vacation and sick leave are recorded when paid. Certain employees can accrue days for sick leave; however, there is no payment for unused sick leave. Management believes the amounts attributable to accumulated annual leave will not have a material financial impact on the accompanying financial statements. The liability for accrued vacation at August 31, 2020, was deemed to be immaterial for disclosure in the financial statements as most vacation earned during the year is used by August 31. In addition, certain employees can accrue days for the number of hours worked each week that exceed those stated in their contracts. Management believes the amounts attributable to these accrued days will not have a material impact on the accompanying financial statements and is deemed to be immaterial for disclosure.

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting used by the District requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 2. CASH AND INVESTMENTS

For the following disclosures, deposits - including checking accounts, savings accounts, money market accounts, and certificates of deposit - are all classified as cash or cash and cash equivalents on the financial statements.

The District's cash and investments are reported as follows:

Governmental activities	6,122,881
Fiduciary funds	<u>344,632</u>
Total cash and investments	<u><u>6,467,513</u></u>

The carrying value (fair value) of the cash and investments consisted of the following:

Checking and savings accounts	6,430,513
Certificates of deposit	<u>37,000</u>
Total cash and investments	<u><u>6,467,513</u></u>

Maturities of certificates of deposit are as follows:

Less than a year	17,000
Over one year	<u>20,000</u>
Total certificates of deposit	<u><u>37,000</u></u>

Investments

Nebraska statutes allow the District to make any investment allowed by the State Investment Officer. This includes bank certificates of deposit.

Listed below is a summary of the investment portfolio that comprises the cash and cash equivalents on the District's August 31, 2020, basic financial statements.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of August 31, 2020, the District held bank deposits and also held funds in certificates of deposit with the Nebraska Liquid Asset Fund (NLAF).

The NLAF was formed in 1988 under the Interlocal Cooperation Act to provide a cash management program for school districts, educational service units and community colleges, public agencies, and other governmental subdivisions. The NLAF was established to assist public bodies throughout the state of Nebraska with the investment of their available cash reserves. Participation in the investment fund is voluntary for its members. The objective of the fund is to provide a means for investors to achieve a high rate of return while preserving principal and maintaining liquidity, while investing only in instruments permitted by applicable Nebraska statutes. NLAF seeks to achieve its

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 2. CASH AND INVESTMENTS (Continued)

Custodial Credit Risk - Deposits (Continued)

investment objective through professionally managed investment funds governed by the investment policies and restrictions specified. The NLAFF Board of Trustees is elected from representatives of various participants in the fund. The NLAFF Board of Trustees has engaged PFM Asset Management, LLC, as administrator and investment advisor. For a copy of the most recent audit report for the NLAFF, contact NLAFF at 1-877-667-3523 or via the NLAFF website at <https://www.nlafpool.org/>.

Bank Deposits

As of August 31, 2020, all of the District's deposits with financial institutions were fully insured or collateralized by securities held in the District's name in the form of joint safekeeping receipts. State law requires all funds in depositories to be fully insured or collateralized, and the District's policy is to require depositories to provide pledged securities to cover deposits in excess of FDIC limits.

NLAFF Deposits

State law required collateralization of deposits with Federal depository insurance or with U.S. Treasury and U.S. Agency securities having an aggregate value at least equal to the balance of deposits. As of August 31, 2020, all of NLAFF's deposits were insured and collateralized by securities held by the pledging financial institution in other than the NLAFF's name.

Investments

The NLAFF is a pooled cash account that invests primarily in U.S. government & agency obligations and repurchase agreements. The NLAFF seeks to maintain a stable net asset value of \$1 per share, but it is possible to lose money investing in the NLAFF. The NLAFF is not insured or guaranteed by the Federal Depository Insurance Corporation or any other governmental agency.

At August 31, 2020, the District had \$1,082,756 in NLAFF investments. These investments consisted of government agency securities and repurchase agreements that were collateralized by U.S. government securities.

The District is exposed to risks noted below in relation to its investments in the NLAFF. The District does not have a policy for these risks. The following NLAFF risk policies below were taken from footnotes in the NLAFF audit report.

Interest Rate Risk

The NLAFF investment policy limits its exposure to market value fluctuations due to changes in interest rates by requiring that the portfolio maintain a dollar-weighted average maturity of not greater than 60 days. The weighted average maturity of the entire portfolio at May 31, 2020, the date of the latest NLAFF audit report, was 50 days. All of the NLAFF's investments had a maturity of less than two years.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 2. CASH AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. According to the latest audit report on the NLAf, as of May 31, 2020, the NLAf limits the investments to certain fixed income instruments which school entities are permitted to invest in under Nebraska law. As of May 31, 2020, the investment portfolio was comprised of investments that were, in aggregate, rated by Standard & Poor's (S&P) as shown in the table below. The rates include the ratings of collateral underlying repurchase agreements in effect at May 31, 2020.

<u>S&P Rating</u>	<u>Percent of Portfolio</u>
AA+*	22.87%
A-1+	24.48%
Exempt**	50.34%
Not Rated***	2.31%

**Represents investments in obligations of the U.S. government or its agencies or instrumentalities, which are rated Aaa and AAA by Moody's Investor Service and Fitch Ratings, Inc., respectively, which are the highest category of credit ratings by each of those statistical rating organizations.*

***Represents investments in U.S. Treasury securities, which are not considered to be subject to overall credit risk per GASB.*

****Represents investments in certificates of deposit insured by the FDIC.*

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the NLAf will not be able to recover the value of its investment or collateral securities that are in the possession of the outside party. The NLAf has no specific policy as to custodial credit risk. All of the underlying securities for the NLAf investments in repurchase agreements at May 31, 2020, the latest audit report date for the NLAf, were collateralized at 102% of the obligation's principal and interest value. In the event of default on the obligation to repurchase, the NLAf has the right to liquidate the collateral and apply the proceeds in satisfaction of the obligation.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 2. CASH AND INVESTMENTS (Continued)

Concentration of Credit Risk

The NLAIF investment policy establishes certain restrictions on investments and limitations on portfolio composition. The investment portfolio at May 31, 2020, included the issuers shown in the table below, which individually represented greater than 5% of the total investment portfolio.

Issuer	Percent of Fund
Credit Agricole Corporate & Investment Bank (NY)	10.83%
Federal Farm Credit Banks	18.46%
Federal Home Loan Bank	23.49%
U.S. Treasury	37.56%

The District complies with state law; however, the District has no formal written policy regarding investments.

NOTE 3. RETIREMENT PLAN

Plan Description

The Minden Public Schools District No. 503 contributes to the Nebraska School Employees Retirement System, a cost-sharing multiple-employer defined benefit pension plan administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2019, there were 265 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University of Nebraska, and Nebraska Community Colleges), are members of the plan.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of the following: (1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service or (2) the average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: (1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 3. RETIREMENT PLAN (CONTINUED)

Plan Description (Continued)

\$3.50 per year of service or (2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor multiplied by a formula factor of 2%, and an actuarial factor based on age.

Benefit calculations vary with early retirement. Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later.

For school employees who became members prior to July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost of living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or two and one-half percent. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75 percent of the purchasing power of the initial benefit.

For school employees who became members on or after July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or one percent. There is no purchasing power floor for employees who fall under this tier.

Contributions

The State's contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to two percent of the compensation of all members. This contribution is considered a nonemployer contribution since school employees are not employees of the State. The employee contribution was equal to 9.78 percent from July 1, 2018 to June 30, 2019, (and from July 1, 2019 through August 31, 2020). The school district (employer) contribution is 101 percent of the employee contribution. The District's contribution to the Plan for its year ended August 31, 2020, was \$586,894.

For the District's year ended August 31, 2020, the District's total payroll for all employees was \$6,100,745. Total covered payroll was \$5,941,544. Covered payroll refers to all compensation paid by the District to active employees covered by the Plan.

Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued Nebraska Public Employees Retirement Systems Plan financial report. NPERS issues a publicly available financial report that includes financial statements and required supplementary information for NPERS. That report may be obtained via the internet at http://www.auditors.nebraska.gov/APA_Reports.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 4. DEFINED CONTRIBUTION RETIREMENT PLAN

On January 1, 2009, the District established a 403(b) retirement plan. The Plan is a defined contribution plan that covers all common law employees except student teachers and student workers. Employer contributions are to be made in accordance with applicable employment agreements, which may be determined from year to year by the District. During the year ending August 31, 2020, the District did not make any contributions to the Plan.

NOTE 5. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To manage its workers' compensation and property and casualty risks, the District has joined All Lines Interlocal Cooperative Aggregate Pool (ALICAP), currently operating as a common risk management and insurance program for its members. The District pays an annual contribution to ALICAP for its pooled self-insurance coverage of property, general liability, automobile liability and physical damage, school board errors and omissions, crime, public employee dishonesty, workers' compensation, and associated coverages. Settled claims have not significantly exceeded the coverage limits offered by ALICAP in any of the past three fiscal years.

NOTE 6. LONG-TERM DEBT

General Obligation Bonds

On December 30, 2014, the District issued General Obligation Bonds of \$12,945,000 (par value) with interest rates ranging from 4% to 5%, due annually beginning on December 15, 2028, with semiannual interest payments each December 15 and June 15 through December 15, 2039. The bonds are being retired by a tax levy through the Bond Fund and then refunded on February 25, 2020, with General Obligation Refunding Bonds Series 2020. Interest paid for the year was \$274,444.

On September 30, 2016, the District issued General Obligation Bonds of \$9,000,000 (par value) with interest rates ranging from 1.97% to 2.05%, due annually beginning on December 15, 2018, with semiannual interest payments each December 15 and June 15 through December 15, 2028. The bonds are being retired by a tax levy through the Bond Fund. Interest paid for the year was \$157,465.

On March 15, 2017, the District defeased an amount of \$3,445,000 of the General Obligation Bonds issued in 2014. The District issued General Obligation and Refunding Bonds of \$4,605,000 (par value) with interest rates ranging from 2% to 3%, due annually beginning on December 15, 2017, with semiannual interest payments each December 15 and June 15 through December 15, 2029. The bonds are being retired by a tax levy through the Bond Fund. Interest paid for the year was \$105,237.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 6. LONG-TERM DEBT (Continued)

On February 25, 2020, the District refunded an amount of \$9,880,000 of the General Obligation Bonds issued in 2014. The District issued General Obligation and Refunding Bonds of \$9,465,000 (par value) with interest rates ranging from 1% to 2%, due annually beginning on June 15, 2020, with semiannual interest payments each December 15 and June 15 through December 15, 2034. The bonds are being retired by a tax levy through the Bond Fund. Interest paid for the year was \$85,485.

Capital Lease Agreements

On May 20, 2019, the District entered into a lease agreement with Eakes Office Plus for the use of printers and copiers. This lease qualifies as a capital lease for accounting purposes. The lease payments require monthly payments of \$3,900 until termination of the lease on May 20, 2024. This is being paid from General Fund.

Changes in Long-Term Debt

	General Obligation Bonds	Capital Lease	Total
Balance, beginning of year	22,430,000	226,164	22,656,164
Bond proceeds	9,465,000		9,465,000
Principal payments	<u>(10,935,000)</u>	<u>(44,421)</u>	<u>(10,979,421)</u>
Balance, end of year	<u>20,960,000</u>	<u>181,743</u>	<u>21,141,743</u>

Future Maturities

Maturities on the above long-term debt are as follows:

Years Ending August 31,	General Obligation & Refunding Bonds			Capital Lease	
	Principal	Interest	Total	Principal	Total
2021	1,185,000	520,545	1,705,545	46,800	46,800
2022	1,210,000	497,586	1,707,586	46,800	46,800
2023	1,235,000	473,078	1,708,078	46,800	46,800
2024	1,260,000	446,875	1,706,875	41,343	41,343
2025	1,290,000	419,753	1,709,753		
2026 - 2030	6,895,000	1,640,386	8,535,386		
2031 - 2035	7,885,000	602,825	8,487,825		
Total	<u>20,960,000</u>	<u>4,601,046</u>	<u>25,561,046</u>	<u>181,743</u>	<u>181,743</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 7. EARLY RETIREMENT INCENTIVE

The District amended an early retirement program during the year ended August 31, 2007, for eligible certified employees to provide an incentive for early separation from the District. Eligible employees must be a fully certified teacher or administrator and have a minimum of 15 years of service with the District. In general, approved participants receive a stipend based upon years of service and their age. The early retirement program is unfunded, with the District paying the entire cost of the Plan. During the year ended August 31, 2020, the District did not incur any expenses.

NOTE 8. TRANSFERS

Transfers for the year ended August 31, 2020, consisted of \$50,000 transferred from the General Fund to the School Nutrition Fund for support. Transfers from the Bond Fund in the amount of \$1 for collections received for paid off bonds were transferred into the General Fund.

NOTE 9. COMMITMENTS

As of August 31, 2020, the District was committed for capital outlay disbursements in the approximate amount of \$354,000 to be paid from the Special Building Fund in the following year.

NOTE 10. FEDERAL AWARD PROGRAMS

The District receives funds under various federal grant programs and such assistance is to be expended in accordance with the provisions of the various grants. Compliance with the grants is subject to audit by various government agencies, which may impose sanctions in the event of noncompliance. Management believes that they have complied with all aspects of the various grant provisions and the results of adjustments, if any, relating to such audits would not have any material financial impact.

NOTE 11. RECENTLY ISSUED AND ADOPTED ACCOUNTING PRONOUNCEMENTS

In January 2017, GASB issued Statement 84, *Fiduciary Activities*. This statement is effective for fiscal years beginning after December 15, 2019. The District did not early implement this statement. GASB 84 establishes criteria for identifying fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. Certain fiduciary activities meeting the new criteria will be reported as custodial funds and a statement of changes will be a required financial statement. Other activities not meeting this criteria will be reported as governmental funds. When adopted, GASB 84 may have a significant effect on the District's financial reporting for the Activities Fund currently reported as an agency fund.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO FINANCIAL STATEMENTS

NOTE 11. RECENTLY ISSUED AND ADOPTED ACCOUNTING PRONOUNCEMENTS (Continued)

In June 2017, GASB issued Statement 87, *Leases*. This statement is effective for fiscal years beginning after June 15, 2021. The District did not early implement this statement. When adopted, GASB 87 will require disclosure of the timing significance, and purpose of a government's leasing arrangements. When adopted, GASB 87 will not have a material effect on the financial statements other than possible disclosures in the notes.

NOTE 12. SUBSEQUENT EVENTS

The COVID-19 (Coronavirus) outbreak has prompted global concern. Consequently, the District may experience a loss in revenue sources due to the economic impacts of the virus, or may experience an increase in costs to provide services. An estimate of the effect of the COVID-19 pandemic cannot be made at this time.

In preparing the financial statements, the District has evaluated events and transactions for potential recognition or disclosure through October 27, 2020, the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
CHANGES IN FUND BALANCE - MODIFIED CASH BASIS
YEAR ENDED AUGUST 31, 2020

	General Fund	Depreciation Fund	Reclassifi- cations	Total
RECEIPTS				
Local sources				
Taxes				
Property taxes - general purpose	8,116,121			8,116,121
Carline tax	3,488			3,488
Public power district sales tax	48,426			48,426
Motor vehicle taxes	439,681			439,681
Penalty and interest on delinquent taxes	17,199			17,199
Interest	15,114	10,523		25,637
Local license fees and fines	3,341			3,341
Rental of school facilities	5,865			5,865
Contributions and donations	1,000			1,000
Preschool tuition	14,780			14,780
Police court fines	799			799
Total local sources	<u>8,665,814</u>	<u>10,523</u>	<u> </u>	<u>8,676,337</u>
County sources				
County fines and license fees	31,111			31,111
ESU receipts	200			200
Total county sources	<u>31,311</u>	<u> </u>	<u> </u>	<u>31,311</u>
State sources				
State aid	93,154			93,154
Special education - school age	502,356			502,356
Special education - transportation	2,601			2,601
Homestead exemption	73,159			73,159
Property tax credit	782,008			782,008
Personal property tax credit	33,992			33,992
High ability learners	7,610			7,610
Pro-rate motor vehicle	16,845			16,845
Flex funding - school age	28,596			28,596
Other state receipts	53,579			53,579
State apportionment	119,236			119,236
Total state sources	<u>1,713,136</u>	<u> </u>	<u> </u>	<u>1,713,136</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
CHANGES IN FUND BALANCE - MODIFIED CASH BASIS
YEAR ENDED AUGUST 31, 2020

	General Fund	Depreciation Fund	Reclassifi- cations	Total
RECEIPTS (Continued)				
Federal sources				
Title I, Part A: ESSA Improving Basic Programs Operated by Local State Agencies	112,100			112,100
Title II, Part A: ESSA Supporting Effective Instruction	48,926			48,926
IDEA Part B enrollment/poverty	146,168			146,168
Medicaid in public schools	30,341			30,341
Medicaid administrative activities	18,880			18,880
Federal vocational and applied technology education (Carl Perkins)	2,470			2,470
Other federal receipts	1,260			1,260
Title IV Part A	10,000			10,000
Total federal sources	<u>370,145</u>			<u>370,145</u>
Nonrevenue receipts				
Sale of property	12,800			12,800
Insurance adjustments	13,139			13,139
Nonrevenue receipts	10,061			10,061
Total nonrevenue receipts	<u>36,000</u>			<u>36,000</u>
Total receipts	<u>10,816,406</u>	<u>10,523</u>		<u>10,826,929</u>
DISBURSEMENTS				
Regular instruction	5,259,680			5,259,680
Special education programs	1,011,752			1,011,752
Support services				
Students	814,290			814,290
Instruction	293,504			293,504
General administration	955,284			955,284
Central services	186,616			186,616
Operation and maintenance of plant	1,225,912			1,225,912
Other		374		374

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
CHANGES IN FUND BALANCE - MODIFIED CASH BASIS
YEAR ENDED AUGUST 31, 2020

	General Fund	Depreciation Fund	Reclassifi- cations	Total
DISBURSEMENTS (Continued)				
Student transportation	273,634			273,634
State categorical programs	43,633			43,633
Federal programs	416,769			416,769
Total disbursements	<u>10,481,074</u>	<u>374</u>	<u></u>	<u>10,481,448</u>
RECEIPTS OVER DISBURSEMENTS	335,332	10,149		345,481
OTHER FINANCING USES				
Transfers - net	<u>(49,999)</u>			<u>(49,999)</u>
NET CHANGE IN FUND BALANCE	285,333	10,149		295,482
FUND BALANCE, beginning of year	<u>4,478,686</u>	<u>682,881</u>		<u>5,161,567</u>
FUND BALANCE, end of year	<u>4,764,019</u>	<u>693,030</u>		<u>5,457,049</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
GENERAL FUND COMPONENTS
COMBINING SCHEDULE OF ASSETS AND FUND BALANCE
MODIFIED CASH BASIS
YEAR ENDED AUGUST 31, 2020

	General Fund	Depreciation Fund	Reclassifi- cations	Total
ASSETS				
ASSETS				
Cash and cash equivalents	2,585,421	693,030		3,278,451
County treasurer's balance	<u>2,178,598</u>	<u> </u>	<u> </u>	<u>2,178,598</u>
 TOTAL ASSETS	 <u>4,764,019</u>	 <u>693,030</u>	 <u> </u>	 <u>5,457,049</u>
 FUND BALANCE				
Assigned	2,787,876	693,030		3,480,906
Unassigned	<u>1,976,143</u>	<u> </u>	<u> </u>	<u>1,976,143</u>
Total fund balance	<u>4,764,019</u>	<u>693,030</u>	<u> </u>	<u>5,457,049</u>
 TOTAL FUND BALANCE	 <u>4,764,019</u>	 <u>693,030</u>	 <u> </u>	 <u>5,457,049</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u>4,478,686</u>	<u>4,477,919</u>
RECEIPTS			
Local sources			
Taxes			
1100	Property taxes - general purpose	8,662,258	8,116,121
1115	Carline tax	4,000	3,488
1120	Public power district sales tax	10,000	48,426
1125	Motor vehicle taxes	400,000	439,681
1140	Penalty and interest on delinquent taxes	11,100	17,199
1370	Tuition	17,500	14,780
1510	Interest	12,000	15,114
1910	Rental of school facilities and equipment	13,200	5,865
1911	Local license fees	3,750	3,341
1920	Contributions and donations from private sources	1,000	1,000
1921	Police court fines	200	799
1990	Miscellaneous local revenue	300	200
	Total local sources	<u>9,135,308</u>	<u>8,665,814</u>
County and ESU sources			
2110	County fines and license fees	25,000	31,111
2210	ESU receipts		200
	Total county and ESU sources	<u>25,000</u>	<u>31,311</u>
State sources			
3110	State aid	93,154	93,154
3120	Special education - school age	575,000	502,356
3125	Special education - transportation	1,000	2,601
3130	Homestead exemption		73,159
3131	Property tax credit		782,008
3132	Personal property tax credit		30,338

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
RECEIPTS (Continued)			
State sources (Continued)			
3134	Personal property tax credit - railroads and public service entities	3,654	8,871
3166	Flex funding - school age	28,596	29,000
3180	Pro-rate motor vehicle	15,000	17,318
3200	State apportionment	54,000	106,451
3535	High ability learners	7,000	7,148
3990	Other state receipts	53,579	1,260
	Total state sources	<u>745,154</u>	<u>1,565,255</u>
Federal sources			
4505	Title I, Part A: ESSA Improving Basic Programs Operated by Local State Agencies	126,002	97,057
4509	Title II, Part A: ESSA Supporting Effective Instruction	41,804	1,882
4512	IDEA Part B (611) base allocation	64,000	64,491
4516	IDEA preschool (619) base/IDEA enrollments/poverty (619) allocation	2,124	3,223
4518	IDEA Part B (611) base and enrollment poverty allocation		146,168
4519	IDEA enrollment/poverty	100,810	111,341
4521	IDEA Part B proportionate share	4,280	
4708	Medicaid in public schools	7,500	13,194
4709	Medicaid administrative activities	10,000	12,938
4525	Federal vocational and applied technology (Carl Perkins)	1,000	1,883
4524	Other federal receipts	2,500	
4969	Title IV Part A	10,000	10,000
	Total federal sources	<u>360,020</u>	<u>316,009</u>
Nonrevenue receipts			
5300	Sale of property	5,000	56,288
5301	Insurance adjustments	180,000	40,537
5690	Nonrevenue receipts	57,000	
	Total nonrevenue receipts	<u>242,000</u>	<u>96,825</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
RECEIPTS (Continued)			
5200 Transfers in		1	234
Total receipts	<u>10,507,482</u>	<u>10,816,407</u>	<u>10,259,065</u>
TOTAL FUNDS AVAILABLE		<u>15,295,093</u>	<u>14,736,984</u>
DISBURSEMENTS			
Instruction			
1100 Regular instruction	5,265,601	5,168,588	5,120,402
1125 Regular instruction - flex-spending	82,903	86,821	85,029
1200 Special education programs	1,067,059	988,452	929,053
1291 Special education programs - ages 3 - 5	30,253	20,309	25,667
1292 Special education programs - ages 0 - 2	3,112	2,991	12,574
1300 Summer school	15,039	4,271	2,339
Support services - students			
2120 Guidance services	313,605	307,175	290,936
2130 Health services	62,414	58,270	55,903
2140 Psychological services			64,413
2141 Psychological services: SPED school age	66,279	67,774	
2151 Speech pathology - SPED	141,268	139,936	122,536
2152 Speech pathology - ages 3 - 5	5,118	4,607	3,060
2161 Occupational therapy - SPED	20,500	24,661	9,775
2162 Occupational therapy - ages 3 - 5	750	122	
2163 Occupational therapy - ages 0 - 2	750		305
2171 Physical therapy - SPED	13,500	4,834	17,965
2172 Physical therapy - ages 3 - 5	100		220
2173 Physical therapy - ages 0 - 2	750	442	442
2190 Activities transportation	212,891	206,469	195,642
Support services - instruction			
2213 Instructional staff training	2,500	8,542	2,014
2220 Library/media services	275,079	273,812	260,001
2230 Instruction - related technology		1,980	
2240 Academic student assessment	10,017	9,170	1,766

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

		Original and Final Budget	2020 Actual	2019 Actual
DISBURSEMENTS (Continued)				
Support services - general administration				
2310	Board of education	41,700	38,196	42,652
2320	Executive administrative services	268,649	266,371	259,812
2330	District legal services	100,000	53,100	31,906
2410	Office of the principal	614,883	597,617	575,591
Support services - central services				
2510	Fiscal services	200,026	186,616	149,127
Support services - operation and maintenance of plant				
2610	Operation of buildings	469,195	417,546	747,353
2620	Maintenance of buildings	804,055	573,190	323,831
2630	Care and upkeep of grounds	193,845	126,887	161,668
2640	Care and upkeep of equipment	48,299	41,208	33,968
2650	Vehicle acquisition and maintenance other than pupil transportation	49,500	30,039	29,582
2660	Security	11,000	20,068	1,927
2670	Safety	12,560	16,974	23,873
Student transportation				
2710	Vehicle operation and purchasing	343,444	229,456	149,096
2712	Vehicle operation and purchasing - SPED	2,199	6,329	5,929
2713	Vehicle operation and purchasing - SPED below age 5	10,493	4,813	5,949
2730	Vehicle servicing and maintenance	134,231	32,299	117,947
2732	Vehicle servicing and maintenance - SPED	2,000	699	569
2733	Vehicle servicing and maintenance - SPED below age 5		38	188
State categorical programs				
3535	High ability learners	62,897	43,633	40,805
Federal programs				
6200	Title I Part A	126,000	108,850	118,191
6310	Title II Part A	41,803	42,327	7,468
6404	IDEA Part B (611) base allocation			64,491
6406	IDEA preschool	2,124	1,129	3,223

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
DISBURSEMENTS (Continued)			
Federal programs (Continued)			
6408	IDEA Part B (611) base and enrollment poverty allocation birth through age twenty-one	164,810	164,809
6410	IDEA enrollment/poverty		111,340
6412	IDEA Part B proportionate share	4,280	4,280
6700	Federal vocational and applied technology education (Carl Perkins)		2,470
6996	Elementary and secondary school emergency relief (ESSER)		1,770
8000	Transfers	92,904	
	Transfers (LB 235)	50,000	50,000
		<u>1,758,443</u>	
	Total disbursements	<u>13,105,924</u>	<u>10,531,074</u>
		<u>10,531,074</u>	<u>10,258,298</u>
FUND BALANCE, end of year		<u>4,764,019</u>	<u>4,478,686</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
	Checking and savings accounts	<u>2,585,421</u>	<u>2,562,020</u>
	County treasurers	<u>2,178,598</u>	<u>1,916,666</u>
TOTAL FUND BALANCE		<u>4,764,019</u>	<u>4,478,686</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
DEPRECIATION FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u>682,881</u>	<u>1,086,162</u>
RECEIPTS			
Interest	<u>12,600</u>	<u>10,523</u>	<u>17,017</u>
TOTAL FUNDS AVAILABLE		<u>693,404</u>	<u>1,103,179</u>
DISBURSEMENTS			
Supplies and materials	492,885		12,983
Investment charges	2,000	374	365
Capital outlay	<u>200,000</u>		<u>406,950</u>
Total disbursements	<u>694,885</u>	<u>374</u>	<u>420,298</u>
FUND BALANCE, end of year		<u>693,030</u>	<u>682,881</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking account		423,337	122,417
Investments		<u>269,693</u>	<u>560,464</u>
		<u>693,030</u>	<u>682,881</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
SCHOOL NUTRITION FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original Budget	Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year			<u>56,493</u>	<u>57,933</u>
RECEIPTS				
Local				
Interest	7	7	8	8
Nutrition services	180,000	180,000	133,593	176,984
Contributions and donations			6,161	
State	10,000	10,000	1,649	1,710
Federal	190,000	290,000	300,379	158,052
Other nonrevenue receipts			7,100	
Transfers from the General Fund	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
Total receipts	<u>430,007</u>	<u>530,007</u>	<u>498,890</u>	<u>386,754</u>
TOTAL FUNDS AVAILABLE			<u>555,383</u>	<u>444,687</u>
DISBURSEMENTS				
Nutrition services	<u>461,573</u>	<u>561,573</u>	<u>463,403</u>	<u>388,194</u>
FUND BALANCE, end of year			<u>91,980</u>	<u>56,493</u>
ANALYSIS OF FUND BALANCE				
Cash in bank				
Checking and savings accounts			<u>91,980</u>	<u>56,493</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
BOND FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u>2,117,110</u>	<u>2,503,520</u>
RECEIPTS			
Local			
Property taxes - debt service	1,512,903	1,395,214	1,192,054
Interest	32,000	29,807	7,362
Carline tax		599	551
Public power district sales tax		8,430	7,285
Bond refunding proceeds	10,150,000	9,465,000	
Bond original issue premium		532,771	
State			
Homestead exemption		12,843	10,566
Property tax credit		136,870	105,865
Personal property tax credits		5,648	3,590
Pro-rate motor vehicle	2,500	2,878	2,919
Total receipts	<u>11,697,403</u>	<u>11,590,060</u>	<u>1,330,192</u>
TOTAL FUNDS AVAILABLE		<u>13,707,170</u>	<u>3,833,712</u>
DISBURSEMENTS			
Bond issue costs	2,500	151,260	
Trustee fees	2,500	1,103	2,566
Principal	13,277,719	10,935,000	1,035,000
Interest	657,903	622,632	678,803
Transfers to the General Fund		1	233
Total disbursements	<u>13,940,622</u>	<u>11,709,996</u>	<u>1,716,602</u>
FUND BALANCE, end of year		<u>1,997,174</u>	<u>2,117,110</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
BOND FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking account		825,311	584,363
Investments		798,854	1,248,932
		<u>1,624,165</u>	<u>1,833,295</u>
County treasurers		<u>373,009</u>	<u>283,815</u>
TOTAL FUND BALANCE		<u>1,997,174</u>	<u>2,117,110</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
SPECIAL BUILDING FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u>2,145,894</u>	<u>3,004,711</u>
RECEIPTS			
Local			
Property taxes - special building	200,000	166,967	15,197
Interest		29,218	57,107
Carline tax		22	
Public power district sales tax		1,099	
Other			
From private sources		35,000	
State			
Homestead exemption		1,698	
Property tax credit		18,055	
Personal property tax credit		784	511
Pro-rate motor vehicle		331	136
Nonrevenue receipts			
Insurance proceeds		274,865	52,924
Total receipts	<u>200,000</u>	<u>528,039</u>	<u>125,875</u>
TOTAL FUNDS AVAILABLE		<u>2,673,933</u>	<u>3,130,586</u>
DISBURSEMENTS			
Investment charges	2,500		1,003
Land improvement		12,247	
Architecture and engineering	80,000	99,807	376,072
Construction services	2,301,827	1,216,335	15,162
Building acquisition and construction	150,000	167,926	592,455
Total disbursements	<u>2,534,327</u>	<u>1,496,315</u>	<u>984,692</u>
FUND BALANCE, end of year		<u>1,177,618</u>	<u>2,145,894</u>

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
SPECIAL BUILDING FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking account		1,114,076	358,022
Investments		<u>14,209</u>	<u>1,787,869</u>
		<u>1,128,285</u>	<u>2,145,891</u>
County treasurer		<u>49,333</u>	<u>3</u>
TOTAL FUND BALANCE		<u>1,177,618</u>	<u>2,145,894</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
STUDENT FEE FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u> </u>	<u> 100</u>
RECEIPTS			
Fees	<u>12,000</u>	<u>7,335</u>	<u>6,520</u>
TOTAL FUNDS AVAILABLE		<u>7,335</u>	<u>6,620</u>
DISBURSEMENTS			
Miscellaneous	<u>12,000</u>	<u>7,335</u>	<u>6,620</u>
FUND BALANCE, end of year		<u> </u>	<u> </u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL
ACTIVITIES FUND
YEAR ENDED AUGUST 31, 2020
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2019)

	Original and Final Budget	2020 Actual	2019 Actual
FUND BALANCE, beginning of year		<u>346,117</u>	<u>300,842</u>
RECEIPTS	<u>350,000</u>	<u>292,607</u>	<u>364,164</u>
TOTAL FUNDS AVAILABLE		<u>638,724</u>	<u>665,006</u>
DISBURSEMENTS	<u>693,805</u>	<u>283,929</u>	<u>318,889</u>
FUND BALANCE, end of year		<u>354,795</u>	<u>346,117</u>
ANALYSIS OF FUND BALANCE			
Cash in bank			
Checking account		317,795	309,117
Certificates of deposit		<u>37,000</u>	<u>37,000</u>
TOTAL FUND BALANCE		<u>354,795</u>	<u>346,117</u>

See accompanying notes to budgetary schedules.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
NOTES TO BUDGETARY SCHEDULES

NOTE 1. SCHEDULES OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN FUND BALANCE -
MODIFIED CASH BASIS - BUDGET AND ACTUAL

Basis of Accounting

The accompanying schedules of receipts, disbursements, and changes in fund balance - modified cash basis - budget and actual are presented on the modified cash basis of accounting. This basis is consistent with the basis of accounting used in preparing the basic financial statements. All undisbursed appropriations lapse at the end of the budget year. For budgetary purposes, transfers to the Depreciation Fund are reflected as disbursements in the General Fund when the transfer is made. These transfers are reflected in functional disbursements of the General Fund as required by Nebraska Department of Education budget reporting requirements. This classification is made based on the District's eventual intended use of the funds.

Budget Law

The District is required by state law to hold public hearings and adopt annual budgets for all funds on the modified cash basis of accounting. Total disbursements for each fund may not exceed the total budgeted disbursements. The General Fund is also subject to a total non-special education disbursement limit. Appropriations for disbursements lapse at year end. Any revisions to the adopted budget of total disbursements to any fund require a public hearing.

Comparative Data

Comparative data for the prior year have been presented in the budgetary schedules in order to provide an understanding of the changes in the District's financial position and operation (modified cash basis).

Reconciliation

The Nebraska Department of Education requires separate budgets for those funds considered as General Fund components for budget purposes.

A reconciliation of the General Fund financial reporting basis to the budgetary basis is as follows:

Receipts over disbursements - financial reporting basis	
General Fund	295,482
Receipts over disbursements - budgetary basis	
General Fund	285,333
Depreciation Fund	10,149
	295,482

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
ACTIVITIES FUND
SCHEDULE OF CHANGES IN CASH BALANCES
(UNAUDITED)
YEAR ENDED AUGUST 31, 2020

	Balance 9/1/19	Receipts	Disburse- ments	Balance 8/31/20
Football	6,759	12,410	17,794	1,375
Volleyball	1,015	13,649	11,540	3,124
Softball	5,127	1,788	1,784	5,131
Cross Country	2,116	3,671	3,767	2,020
Golf	15,958	11,743	5,823	21,878
Basketball	8,393	18,618	20,197	6,814
Wrestling	3,619	16,683	18,348	1,954
Track	1,699	5,881	7,575	5
Athlete Rewards	157	3,473	720	2,910
Art Club	276	748	262	762
Cheerleaders	2,822	1,461	4,094	189
Dance Team	1,419	713	1,582	550
SADD	193	404	585	12
FBLA	741	8,846	7,440	2,147
FCCLA		6,188	4,970	1,218
Industrial Tech Club	4,534	5,379	3,589	6,324
M-W-Club	424	750	966	208
Student Senate	597	1,475	1,139	933
Spanish Club	2,113	608	816	1,905
Speech Team	12,810	6,754	8,958	10,606
FCS Fundraising	33			33
One Act Plays	6,095	11,677	10,245	7,527
Spring Play/Musical	1,809		629	1,180
Yearbook	3,196	13,202	15,422	976
Metals	162	3,053	2,660	555
Calculator Rent	3,107	160	322	2,945
English	147			147
Industrial Arts		12,209	10,268	1,941
Instrumental Music		9,814	3,290	6,524
National Honor Society	1,493	1,206	1,260	1,439
Vocal Music	2,250	848	1,322	1,776
Automotive	574		53	521
ACT Prep	92			92
Archery	105			105
Class of 2012	1,043			1,043

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
ACTIVITIES FUND
SCHEDULE OF CHANGES IN CASH BALANCES
(UNAUDITED)
YEAR ENDED AUGUST 31, 2020

	Balance 9/1/19	Receipts	Disburse- ments	Balance 8/31/20
Class of 2013	837			837
Class of 2014	2,055			2,055
Class of 2015	1,602			1,602
Class of 2016	1,065			1,065
Class of 2017	746		72	674
Class of 2018	195		195	
Class of 2019	59		59	
Class of 2020	2,218	1,377	3,595	
Class of 2021		7,402	4,173	3,229
HS Library	252	229	122	359
HSPM	727	3,854	4,258	323
Sub Districts	761	11,135	11,896	
HS Pictures	5,728	5,858	2,741	8,845
Graduation Fees	686		71	615
Circle of Friends	884	3,300	2,678	1,506
Backpack Program	2,391			2,391
HS Protection Plan	6,930	5,063	1,787	10,206
Band Boosters	6,790	546	7,336	
MS Library	605	2,985	3,108	482
MSPM	6,900	2,837	3,281	6,456
Student Council	1,358	1,373	1,362	1,369
Quiz Bowl	407			407
Art Club	233	166	130	269
CL Jones iPad Insurance	8,650	7,375	4,509	11,516
MS Circle of Friends	280		86	194
Box Tops (MS)	1,814	94	1,222	686
MS Journalism	620	165	488	297
Purple Power Safety Club	164	261	352	73
DC Trip	110	8,336	7,823	623
Box Tops (East)	14,760	1,205	585	15,380
East Library	3,095	4,226	5,177	2,144
PAC	5,216	378	185	5,409
Pop Machine	868	269	690	447
Pup Club	3,782		250	3,532

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
ACTIVITIES FUND
SCHEDULE OF CHANGES IN CASH BALANCES
(UNAUDITED)
YEAR ENDED AUGUST 31, 2020

	Balance 9/1/19	Receipts	Disburse- ments	Balance 8/31/20
Technology	2,667	120		2,787
Denim Day		425	204	221
Drivers' Education	5,224	3,900	3,020	6,104
Adult Passes	649	6,975	7,624	
Concessions	4,648	24,104	24,016	4,736
General	1,229	485	490	1,224
All Stars	2,434			2,434
Adult Education	955	600	250	1,305
Bio Center	99			99
Current Interest	2,132	1,056	2,876	312
Interest	911		411	500
Scholarship	9,078	4,500	3,500	10,078
Stanley Smith Scholarship	1,373	250		1,623
Kendal Peterson Scholarship	126,586		2,000	124,586
Beef in Schools	5,205	3,597	2,068	6,734
Key Fobs	8,842	4,750	1,819	11,773
Facility Rental	419			419
TOTAL ACTIVITIES FUND	<u>346,117</u>	<u>292,607</u>	<u>283,929</u>	<u>354,795</u>
BUDGET		<u>350,000</u>	<u>693,805</u>	



**DANA F. COLE
& COMPANY LLP**
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Education
Minden Public Schools District No. 503
Minden, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Minden Public Schools District No. 503, Minden, Nebraska, as of and for the year ended August 31, 2020, and the related notes to the financial statements, which collectively comprise Minden Public Schools District No. 503, Minden, Nebraska's basic financial statements, and have issued our report thereon dated October 27, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Minden Public Schools District No. 503, Minden, Nebraska's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Minden Public Schools District No. 503, Minden, Nebraska's internal control. Accordingly, we do not express an opinion on the effectiveness of Minden Public Schools District No. 503, Minden, Nebraska's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and responses, that we consider to be a significant deficiency as item 2020-001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Minden Public Schools District No. 503, Minden, Nebraska's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Minden Public Schools District No. 503, Minden, Nebraska's Response to Findings

Minden Public Schools District No. 503, Minden, Nebraska's response to the findings identified in our audit is described in the accompanying schedule of findings and responses. Minden Public Schools District No. 503, Minden, Nebraska's response was not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dana J Cole + Company, LLP

Minden, Nebraska
October 27, 2020

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SCHEDULE OF FINDINGS AND REPOSSES
YEAR ENDED AUGUST 31, 2020

2020-001 SEGREGATION OF DUTIES

Criteria

Internal controls should be in place to ensure proper segregation of duties.

Condition

Due to the size of the District, there is limited segregation of duties over accounting functions; one person has extensive knowledge of the District's accounting records used for the financial statement preparation. The same individual routinely reconciles the bank statements, makes journal entries, and manages the general ledger functions. There is a lack of segregation of duties within the cash receipts and cash disbursements functions. Administrative personnel have access to cash receipts, preparing checks, recording the transactions, and making deposits.

Cause

The District has a limited number of personnel involved in the accounting functions.

Potential Effect

Inadequate segregation of duties could lead to the misappropriation of assets or unauthorized transactions could occur or improper reporting.

Recommendations

We recommend that the District continue to monitor and evaluate its internal controls with the use of limited personnel and to provide as much segregation of duties as determined to be feasible within its operations.

District's Response

The District, within the constraints of existing time and cost considerations, will continue to review the situation and make improvements as deemed appropriate.

MINDEN PUBLIC SCHOOLS DISTRICT NO. 503
MINDEN, NEBRASKA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED AUGUST 31, 2020

2019-001 SEGREGATION OF DUTIES

The District had a limited number of personnel involved in the accounting function, and also a limited number of personnel involved in the functions for ensuring compliance with laws, regulations, contracts, grant agreements, and requirements applicable to each of its major federal programs, thus limiting its internal control procedures. The District implemented some mitigating controls in certain areas. We recommended that the District continue to monitor and evaluate its internal controls with the use of limited personnel to provide as much segregation of duties as feasible. We also recommend that, at a minimum, a review be conducted for the data contained in reports and all material records and accounts of the District be reconciled. This is a continuing finding for the financial statements as noted in the schedule of findings and responses as item 2020-001.

Minden Public Schools

- Audit Presentation
- For the Year Ended August 31, 2020



Dana F. Cole and Company, LLP

Minden Public Schools

- Unmodified audit report (pages 1-3)
- This is the best report that a District can receive as a result of an audit and to receive an unmodified audit report speaks highly of your District, of you as board members, and of your staff.
- It means that in our opinion, the financial statements are presented fairly in all material respects in accordance with the modified cash basis of accounting.

Minden Public Schools

- The audit results reflect that the District followed the rules of accounting and financial reporting, but not whether the District managed its finances properly.
- Benefits of Financial Statements
 - Provide accountability to the public
 - Provide information that is useful to taxpayers, creditors, and management for decision making.

Minden Public Schools

- Statement of Activities- (pages 4-6)
- This is a district-wide statement and provides a comprehensive financial information and an overarching view of the state of District finances.
- It shows where the entire District received its resources from, and disbursements by District Function, as well as change in cash balance.

Minden Public Schools

- Statement of Activities

(pages 4-6)

	8/31/20	8/31/19
Charges for Services	\$161,573	\$213,874
Operating grants	\$1,141,680	\$1,007,825
Capital Grants	35,000	
General receipts	\$12,065,229	\$10,853,491
Disbursements	\$24,007,236	\$13,724,471
Change in net position	\$(757,243)	\$(1,649,281)

Minden Public Schools Fund Balances (Summary)

	8/31/2020	8/31/2019	Change
General *	\$ 4,764,019	\$ 4,478,686	\$ 285,333
Depreciation*	693,030	682,881	10,149
School Nutrition	91,980	56,493	35,487
Bond	1,997,174	2,117,110	(119,936)
Building	1,177,618	2,145,894	(968,276)
Student Fee	-	-	-
TOTAL FUND BALANCES	\$ 8,723,821	\$ 9,481,064	\$ (757,243)

Building fund decreased by expenses paid for capital disbursement items. Bond fund decreased overall with tax collections approximately \$1.6 million, refunding proceeds of 9.8 million reduced by principal and interest paid of approximately \$11.7 million due to bond refunding and normal debt payments.

* Reported as General Fund on Fund statements with details on pages 28-31

Minden Public Schools General Fund (Summary)

	8/31/20	8/31/19	
Support and Revenue			
Local Sources and taxes	8,665,814	8,255,255	410,559
County and ESU sources	31,311	25,487	5,824
State Sources	1,713,136	1,565,255	147,881
Federal Sources	370,145	316,009	54,136
Other Sources	36,000	96,825	(60,825)
Transfer in	1	234	(233)
	10,816,407	10,259,065	557,342
Expenses			
Educational expenses	6,545,066	6,454,742	90,324
Support services	2,520,322	2,496,307	24,015
Administrative services	955,284	909,961	45,323
State and federal program	460,402	347,288	113,114
Transfers	50,000	50,000	0
	10,531,074	10,258,298	272,776
Change in fund balance	285,333	767	284,566

Minden Public Schools

General Fund Analysis Revenues and Expenses:

- Local revenues and taxes decreased in the budgeted tax levy from \$8,742,417 in the prior year to \$8,662,258 in the current year which is a decrease of approximately \$80,000. Also, actual year tax collections increased approximately \$426,000.
- Federal sources increased approximately \$54,000, due to change in IDEA primarily.
- Other sources decreased \$60,825 due to sale of property and insurance proceeds.
- Expenditures increased approximately \$272,000, with \$92,000 eligible for Cares Act reimbursement.

Minden Public Schools

General Fund Balance Reserve

The current reserve ratio to operating expenses for the past five years is shown below:

2015-2016	5.1 months
2016-2017	5.4 months
2017-2018	5.2 months
2018-2019	5.2 months
2019-2020	5.4 months

Over the past five years, the fund balance in the general fund has remained steady around the \$4.5 million in 2015 to \$4.7 million in 2020. We recommend that at least a 3 month reserve be maintained as levied property taxes are not due until December 31st of the current year. Reserve ratio has remained steady which shows strong financial position.

Minden Public Schools

Total Requirements

Bond Fund (Summary)

8/31/21	1,705,545
8/31/22	1,707,586
8/31/23	1,708,078
8/31/24	1,706,875
8/31/25	<u>1,709,753</u>

Five year Debt Service Schedule

8,537,837

Fund Balance

Beginning of year	2,117,110
Change in Fund Balance	<u>(119,936)</u>
End of year balance	<u>1,997,174</u>
Tax amount levied for 2020	<u>1,512,903</u>

Minden Public Schools

- Fiduciary Funds (Page 10)
 - Funds the District acts as a trustee or agent for the benefit of others, to whom the resources belong.
- Due to Student Activities groups
- Due to flexible benefit plan participants

Minden Public Schools

- Notes to Financial Statements

pages- 11-27

- Brief Description of:
 - Significant accounting policies
 - District Wide Statements and Fund Statements
 - Program revenues
 - Component unit and relationships to District
 - Long term debt – including issuances, payment requirements and maturities
 - Retirement Note
 - Capital Lease Agreement
 - Commitments
 - Federal Award Programs
 - Recently issues and adopted accounting pronouncements
 - Subsequent Events

Minden Public Schools

- Schedules of General Fund Components

(Pages 28-31)

- General Fund
- Depreciation Fund

These two funds comprise the General Fund on the Fund statements.

Minden Public Schools

- Schedules of Receipts and Disbursements
 - Budget and Actual (pages 32-45)
 - All funds within adopted budget

Minden Public Schools

- Activities Fund (page 46-48)
 - Summary of the changes in cash balances by Activity.
 - Cash Balance is reported as a Fiduciary Fund on page 10 of the Basic Financial Statements
 - Compares Receipts and Expenses to Budget in total for Activity Fund.

Minden Public Schools

Summary of Findings Reported (page 51)

- The findings related to segregation of duties are normal for a District this size. However, we do recommend that the District implement certain controls and review processes to further assist in ensuring that the District records report accurate financial information.

Minden Public Schools

- Federal Awards

The District spent less than \$750,000 of federal expenditures, and therefore federal compliance audits were not required to be completed this year ending August 31, 2020.

Minden Public Schools

General Items

- We recommended and management approved our proposed adjusting entries.
- We noted no unauthorized transactions.
- District staff were prepared and organized for our audit procedures.
- We encountered no difficulties in dealing with management in performing and completing our audit.
- District staff were courteous and pleasant to work with and we appreciate all their hard work.

 **AIA[®] Document B101[™] – 2017****Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the 9th day of November in the year 2020 ("Effective Date")
(*In words, indicate day, month and year.*)

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

Kearney County School District 50-0503, a/k/a Minden Public Schools
A political subdivision and Class III public school district of the State of Nebraska
543 W. 5th Street
Minden, NE 68959
308-832-2440

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

Engineering Technologies, Inc. d/b/a ETI
A Nebraska corporation
825 M Street, Suite 200
Lincoln, NE 68508
402-476-1273
(Engineering firm hereinafter referred to as "Architect")

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

Minden Public Schools – C.L. Jones Middle School heating, ventilation, and air conditioning (HCAV) system replacement project, generally consisting of the evaluation, design, installation and related construction of a new HVAC system serving the facility located at 520 West 3rd Street, Minden, Nebraska.

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

The Owner's program for the selected Project is identified and described on the attached Scope of Project sheet, Appendix A.

§ 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.)

The physical characteristics for the selected Project are identified and described on the attached Scope of Project sheet, Appendix A.

§ 1.1.3 The Owner's Construction Budget:

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

The Owner's Construction Budget for the selected Project is identified and described on the attached Scope of Project sheet, Appendix A.

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

Init.

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- .1 Design phase milestone dates, if any:
See Scope of Project sheet, Appendix A
- .2 Construction commencement date:
See Scope of Project sheet, Appendix A
- .3 Substantial Completion date or dates:
See Scope of Project sheet, Appendix A
- .4 Other milestone dates:
See Scope of Project sheet, Appendix A

§ 1.1.5 The Owner intends the following construction procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build under Neb. Rev. Stat, §73-101 and §73-106.

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

None

(Paragraph deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

James Widdifield, Superintendent
Minden Public Schools
543 W. 5th Street
Minden, NE 68959
308-832-2440
james.widdifield@mindenwhippets.org

§ 1.1.8 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.)

Not applicable

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

- .1 Geotechnical Engineer:
To be determined (if necessary or required)
(Paragraphs deleted)
- .2 Site Survey:
To be determined (if necessary or required)

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

None

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

Derek Kotschwar, Project Manager
Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
402-476-1273
dkotschwar@eti-engineers.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Electrical Engineer:

None

- .2** Civil Engineer:

None

- .3** Mechanical Engineer:

None

- .4** Structural Engineering:

R.O. Youker, Inc.
A Nebraska corporation
1201 O Street, Suite 310
Lincoln, NE 68508
402-477-7640

- .5** HVAC Consultant:

None

- .6** Architectural Design Consultant:

Cannon Moss Brygger & Associates, P.C. d/b/a CMBA Architects
A Nebraska professional corporation
208 N. Pine Street, Suite 301
Grand Island, NE 68803
308-384-4444

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.11.3 The Owner reserves the right to refuse or limit Architect's use of any employee or consultants and to require Architect to remove any employee or consultant already engaged in the performance of the services on the Project.

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

None

§ 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 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.

(Paragraph deleted)

§ 1.4 The term of this Agreement shall be for a period beginning on the Effective Date and shall continue through the occurrence of one of the following events, whichever occurs first in time:

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms.

§ 1.5 This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this Agreement.

§ 1.6 Any additional services to be provided by the Architect not otherwise identified in this Agreement shall be determined by a separate written agreement or addendum to this Agreement signed by both parties.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 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.

§ 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 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.

Init.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 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 One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate. Policy limits for Professional Liability in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, 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 Excess or Umbrella Liability with policy limits of not less than Three Million Dollars (\$ 3,000,000).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural services, usual and customary structural, mechanical, civil and electrical engineering services and other services described herein. Services not set forth in this Article 3, or not identified as Basic Services in Article 4, are Supplemental or Additional Services.

§ 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 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.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for the date of 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

Init.

performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, 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 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.

§ 3.1.5 The Architect, at appropriate times, 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.

§ 3.1.6 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.

§ 3.1.7 Basic Services

In addition to the usual and customary architecture and engineering services to be provided by the Architect under this Article 3, Basic Services under this Agreement also shall include the specific services identified in the non-exclusive list below.

- .1 Engineering design (including Electrical, Mechanical, Structural, and Civil engineering)
- .2 Construction administration and construction observation
- .3 Value analysis
- .4 Cost estimating
- .5 Conformed documents for construction
- .6 As-designed record drawings
- .7 Contractor's as-built drawings
- .8 Commissioning
- .9 Post-occupancy evaluation
- .10 Consultant coordination
- .11 Architectural design

§ 3.1.8 **Owner's Approval Not a Waiver.** Approval by the Owner of any plans, studies, designs, specifications, reports, or Instruments of Service furnished by the Architect under this Agreement shall not constitute and shall not in any way be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the adequacy of the Architect's work or for the Instruments of Service, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the Instruments of Service prepared by the Architect, its agents, employees, subcontractors, or consultants. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

§ 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, including all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.

§ 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.

Init.

§ 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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 to the Owner a written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, the Owner's written authorization to proceed, 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 The Architect shall update the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the written Opinion of Probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, the Owner's written authorization to proceed, 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 incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.2.1 The Architect, at appropriate times during the Construction Documents Phase, shall contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services, including:

- .1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.
- .3 At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

§ 3.4.2.2 The Architect shall design for accessibility by persons with disabilities in conformance with the provisions and references in applicable state or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and, if applicable, the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Owner will determine the full extent of its obligations under the ADA and FHA, including whether the ADA and/or the FHA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Architect with such information.

§ 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 The Architect shall update the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 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, if applicable, negotiated proposals; (2) confirming responsiveness of bids or, if applicable, proposals; (3) determining the successful bid or, if applicable, 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 assisting in preparing Bidding Documents for distribution to prospective bidders;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 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;
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .6 make recommendations to the Owner as to the lowest responsible bidder.

§ 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.

(Paragraphs deleted)

§ 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, General Conditions of the Contract for Construction, as amended. If the Owner and Contractor modify AIA Document A201, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend 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 Except as provided in Section 3.6.6.5 through 3.6.6.8, 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable 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, after consulting with the Owner, has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the

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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, material and/or equipment 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 and accepted by the Owner.

§ 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, the Architect shall render initial decisions on Claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

§ 3.6.2.6 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 initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 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 observations at the site and of the Work on the Project 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.

§ 3.6.4.2 In accordance with the Owner and Architect approved submittal schedule, 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. 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.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents, unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. 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 shall acknowledge the receipt of each Contractor-generated request for information within three (3) working days after receipt by the Architect. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each Contractor request for information (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but no longer than ten (10) working days after the request for information is received by the Architect. If the request for information processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner.

§ 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, after advising the Owner in writing, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect 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 site visits for observable or reasonably discoverable defects and/or deficiencies in the Work;
- .2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .3 in consultation and with approval of the Owner, issue Certificates of Substantial Completion;
- .4 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,
- .5 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 or dates of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Promptly after the Owner receives the Certificate of Substantial Completion from the Architect, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Architect As-Design Record Drawings, and the Contractor's As-Constructed Drawings in a form approved by the Owner. The Architect shall also provide the Owner an electronic file of the Architect's As-Design Record Drawings, and the Contractor's As-Constructed Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted as either "As-Designed Record Drawings," or "As-Constructed Record Drawings."

§ 3.6.6.7 The Architect shall, on behalf of the Owner, review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Upon written request by the Owner, Architect shall participate in Commissioning and Training of Owner's staff on an hourly basis.

§ 3.6.6.8 Upon the issuance of a Certificate of Substantial Completion, the Architect shall:

- .1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of the Certificate of Substantial Completion.
- .2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to discuss satisfactory correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.
- .3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

§ 3.6.6.9 Commissioning. For purposes of this Agreement, Commissioning shall consist of the following work:

- .1 25% random sampling for functional testing of all new installed HVAC Equipment including air & water balancing and temperature controls testing.
- .2 Shop drawing review of HVAC equipment and Temperature Controls.
- .3 Review of the final air & water balancing reports.
- .4 Verification that HVAC Start-up of equipment was performed.
- .5 Review of the O&M manuals.
- .6 Verification that Owner training was completed.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless otherwise specified as an Architect-provided Basic Service, the Architect shall provide the listed Services as Supplemental Services only if specifically designated in the table below as the Architect’s responsibility and only if the Owner notifies the Architect in writing of the need for Supplemental Service and the Owner authorizes the Architect to perform such Supplemental Services in writing. The Owner shall compensate the Architect for those Supplemental Services authorized by the Owner as provided in Section 11.2. Failure of the Architect to notify and obtain written authorization to perform Supplemental Services will result in a denial of compensation by the Owner. 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.

(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.)

Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect (as Basic Service)
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (as Basic Service)
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (as Basic Service)
§ 4.1.1.11 Value analysis required under Sections 6.5, 6.6 and 6.7	Architect (as Basic Service)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect (as Basic Service)
§ 4.1.1.14 Conformed documents for construction	Architect (as Basic Service)
§ 4.1.1.15 As-designed record drawings	Architect (as Basic Service)
§ 4.1.1.16 As-constructed record drawings	Architect (as Basic Service)
§ 4.1.1.17 Post-occupancy evaluation	Architect (as Basic Service per § 3.6.6.8)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Architect’s consultants	Architect (as Basic Service)
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Architect (as Basic Service)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided

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Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect (as Basic Service)
§ 4.1.1.30 Other Supplemental Services	Architect (if authorized)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

None

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

(Paragraph deleted)

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 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;
- .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, provided that the Architect fully complied with the Architect’s requirements under §§ 3.1.7 and 3.4.2.1 herein;
- .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 after initial bidding;
- .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 [omit];

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- .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.

§ 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, and thereafter the Owner and the Architect shall meet and confer about how, if at all, the Architect may be compensated for those services already performed

- .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 [omit];
- .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
(Paragraphs deleted)
[omit]

§ 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 later, may be compensated, in the sole discretion of the Owner, as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph 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. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

§ 5.2 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. 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 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; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

§ 5.4 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

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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.

§ 5.5 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.

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

(Paragraph deleted)

§ 5.7[omit]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. 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.

§ 5.9 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.

§ 5.10 The Owner shall furnish, for the benefit of the Owner only, 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.

§ 5.11 The Owner shall provide timely 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 and Construction Documents, provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely 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.

§ 5.13 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.

§ 5.14 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.

(Paragraph deleted)

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. The Owner's Construction Budget shall include the Cost of the Work and construction contingency, but not an Owner's contingency.

§ 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 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary Opinion of Probable Cost of the Work and updated Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any Opinion of Probable Cost of the Work by the Architect, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing Opinions of Probable Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed cost estimating services, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's latest Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at the Owner's direction and in the Owner's sole discretion (i) redesign and make appropriate changes, modifications and revisions to the design and Construction Documents for the Project in order to reduce the Architect's Opinion of Probable Cost of the Work within the Owner's budget for the Cost of the Work, or (ii) make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid(s) or negotiated proposal:

- .1 the Owner may give written approval of an increase in the budget for the Cost of the Work;
- .2 the Owner may authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 the Owner may terminate this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, the Owner may revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 in consultation with the Owner, the Architect shall redesign and make appropriate changes, modifications and revisions to the design and Construction Documents without change to the Project program, scope or quality; or,
- .6 the Owner may implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under either Section 6.6.4 or Section 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 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.

§ 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

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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.

§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. 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. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. 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.

§ 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 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 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 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.

§ 8.1.1.2 The Architect acknowledges that the Owner is a political subdivision of the State of Nebraska, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Nebraska. By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are covered by property insurance and payment is received from applicable 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, 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 waives consequential damages against the Owner for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement, except as specifically provided in Section 9.7. The Owner expressly reserves the right to claim consequential damages against the Architect, subject to the limitation on damages provided in § 12.14.

§ 8.1.4 Architect Indemnity

§ 8.1.4.1 Indemnity / Non-Professional Acts. The Architect and Architect's consultants shall indemnify, defend and hold harmless the Owner, and all of its board members, officers, administrators, agents, representatives, and employees, from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent acts, errors or omissions by the Architect, its employees and its consultants, and for patent, copyright or trademark infringement attributable to the Architect's services.

§ 8.1.4.2 Indemnity / Professional Acts. The Architect shall indemnify and hold harmless the Owner, and all of its board members, officers, administrators, agents, representatives, and employees, from and against from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent they are caused by the negligent acts, errors 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 harmless the Owner does not include a duty to defend. The Architect's duty to indemnify the Owner under this § 8.1.4.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4.3 The Architect understands and agrees that the indemnification, defense, and hold harmless obligations of this section constitute a continuing obligation on the part of the Architect and survive and are enforceable beyond the term of the contract to the fullest extent permitted by law.

§ 8.1.5 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 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.

§ 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

[X] Litigation in a court of competent jurisdiction in Kearney County, Nebraska

[] 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 [omit]

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, 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 undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, 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 ninety (90) consecutive 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 twenty-one (21) days' advance written notice and opportunity for the other party to cure 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 (7) 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

(Paragraphs deleted)

Notwithstanding any other provisions of the Contract Documents to the contrary, it is expressly understood and agreed that the legal obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the Owner. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this Agreement without cause under the provisions of this Article 9.

(Paragraphs deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Kearney County, Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 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 fourteen (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 fourteen (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.

§ 10.6.1 Notwithstanding § 10.6, the Architect shall be responsible and liable for any hazardous materials or toxic substances, as defined in AIA A201, that the Architect, by its acts or omissions, knowingly or should have known introduces, causes, or allows to be introduced to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written authorization by the owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect of the specific information considered by the Owner to be confidential or proprietary.

§ 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. Notwithstanding the foregoing, **the parties expressly understand, acknowledge and agree that because the Owner is a governmental entity subject to public records laws, any information provided by the Architect to the Owner may be subject to disclosure in accordance with applicable State and federal public records laws.**

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a public records request, 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. 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. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease

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or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 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.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Not Applicable

.2 Percentage Basis
(Insert percentage value)

Eight and Three-Quarters Percent (8.75%) % of the actual Cost of the Work, as determined at Final Completion and as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Not Applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, if approved by the Owner, 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.)

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if approved by the Owner, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

§ 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

(Paragraphs deleted)

with no markup.

§ 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:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (5	%)

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Construction Phase	Thirty percent (30 %)
Total Basic Compensation	one hundred percent (100 %)

§ 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. The Architect's final compensation shall be adjusted based on the final, actual Cost of the Work.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth

(Paragraphs deleted)

on the Architect's Hourly Rate Schedule, Appendix B. Except as otherwise agreed to in writing by the Owner, the hourly for all personnel and consultants listed on the Architect's Hourly Rate Schedule, Appendix B, shall remain fixed and shall not be adjusted during the entire term of this Agreement. Except as otherwise agreed to in writing by the Owner, the hourly rates of the Architect's consultants charged to the Owner shall be the same hourly rates the consultants charge the Architect, without any markup to the Owner.

(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 only if requested by and authorized in writing in advance by the Owner, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence (but not Architect time), only if requested by and authorized in writing in advance by the Owner;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents, not otherwise provided or directly paid for by the Owner;
- .5 Postage, handling, and delivery;
- .6 [omit]
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner for the Project;
- .8 [omit]
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 [omit]
- .11 [omit]
- .12 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

Rates for the foregoing Reimbursable Expenses shall be based upon the Architect's Reimbursable Expense Schedule, attached as Appendix C. Except as otherwise agreed to by the parties, the rates for all reimbursable expenses listed on the Architect's Reimbursable Expense Schedule, Appendix C, shall remain fixed and shall not be adjusted during the entire term of this Agreement.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no markup.

(Paragraphs deleted)

§ 11.8.3 The Architect shall not incur Reimbursable Expenses in excess of the aggregate amount of \$2,000.00 without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) 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.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services

(Paragraphs deleted)

performed in the preceding month. Payments of undisputed invoice amounts are due and payable by the Owner within forty-five (45) calendar days after receipt by the Owner of the Architect's invoice. If the Owner disputes all or any portion of an invoice of the Architect, the Owner shall give written notice to the Architect within forty-five (45) calendar days of the Owner's receipt of the invoice, stating the amounts and reasons for the dispute. Undisputed amounts unpaid forty-five (45) calendar days after the Owner receives the invoice shall bear interest at the rate of six percent (6%) per annum. Disputed invoice amounts shall not bear any interest.

§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, or to offset sums requested by or paid to contractors for the cost of changes in the Work as a result of the Architect's negligence.

§ 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 and shall be provided to the Owner upon presentation of the Architect's progress payment applications. Records of all reimbursable expenses shall be kept on a generally recognized accounting basis and shall be available for review to the Owner or its authorized representative during business hours at the Architect's office. Proof of payment of any reimbursable expenses item shall be provided to the Owner with each claim for reimbursement by the Architect.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 The Architect will exercise the Architect's professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place on the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from his or her financial and legal counsel.

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contact, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin. The Architect by execution of this agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

§ 12.3 The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Owner's property of whatever nature or kind, nor upon any of the land of the Owner, such property being public property belonging to a political subdivision of the State of Nebraska, or upon any funds of Owner.

§ 12.4 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (1) make Architect the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized

representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status. The Architect shall assume sole responsibility for any debts or liabilities that may be incurred by Architect in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement.

§ 12.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

§ 12.7.1 The Architect shall obtain all criminal history information regarding its "covered employees", as defined below. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 12.7.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 12.7.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Nebraska Revised Statutes, Chapter 28, Article 3; an offense for which a defendant is required to register as a sex offender under Nebraska law; or an equivalent offense under federal law or the laws of another state.

§ 12.8 The Architect shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements. In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

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

immigration verification system by all subcontractors. If the Architect is an individual or sole proprietorship, the following applies:

- .1 The Architect must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- .2 If the Architect indicates on such attestation form that he or she is a qualified alien, the Architect agrees to provide the US Citizenship and Immigration Services documentation required to verify the Architect's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- .3 The Architect understands and agrees that lawful presence in the United States is required and the Architect may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

§ 12.10 The Owner does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns.

§ 12.11 Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

§ 12.12 The Architect certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Architect breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the Agreement price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

§ 12.13 The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

§ 12.14 Notwithstanding any other provision of this Agreement, the Owner agrees that Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Architect under this Agreement, shall not exceed the greater of (1) the amount of Architect's insurance provided and recovered under this Agreement, or (2) the amount of Architect's total compensation under this Agreement.

§ 12.15 If, due to the Architect's omission, a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents; provided the Architect will be responsible for paying any increased costs to the Project as a result of the Architect's omissions which are above and beyond the cost the Owner would have had to pay had the omission not occurred. In no event will the Architect be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2

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

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 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.)

Scope of Project sheet, Appendix A
Architect's Hourly Rate Schedule, Appendix B
Architect's Reimbursable Expense Schedule, Appendix C

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

**Kearney County School District 50-0503,
a/k/a Minden Public Schools**

Engineering Technologies, Inc.

OWNER *(Signature)*

Craig Grams, President of the Board of Education
(Printed name and title)

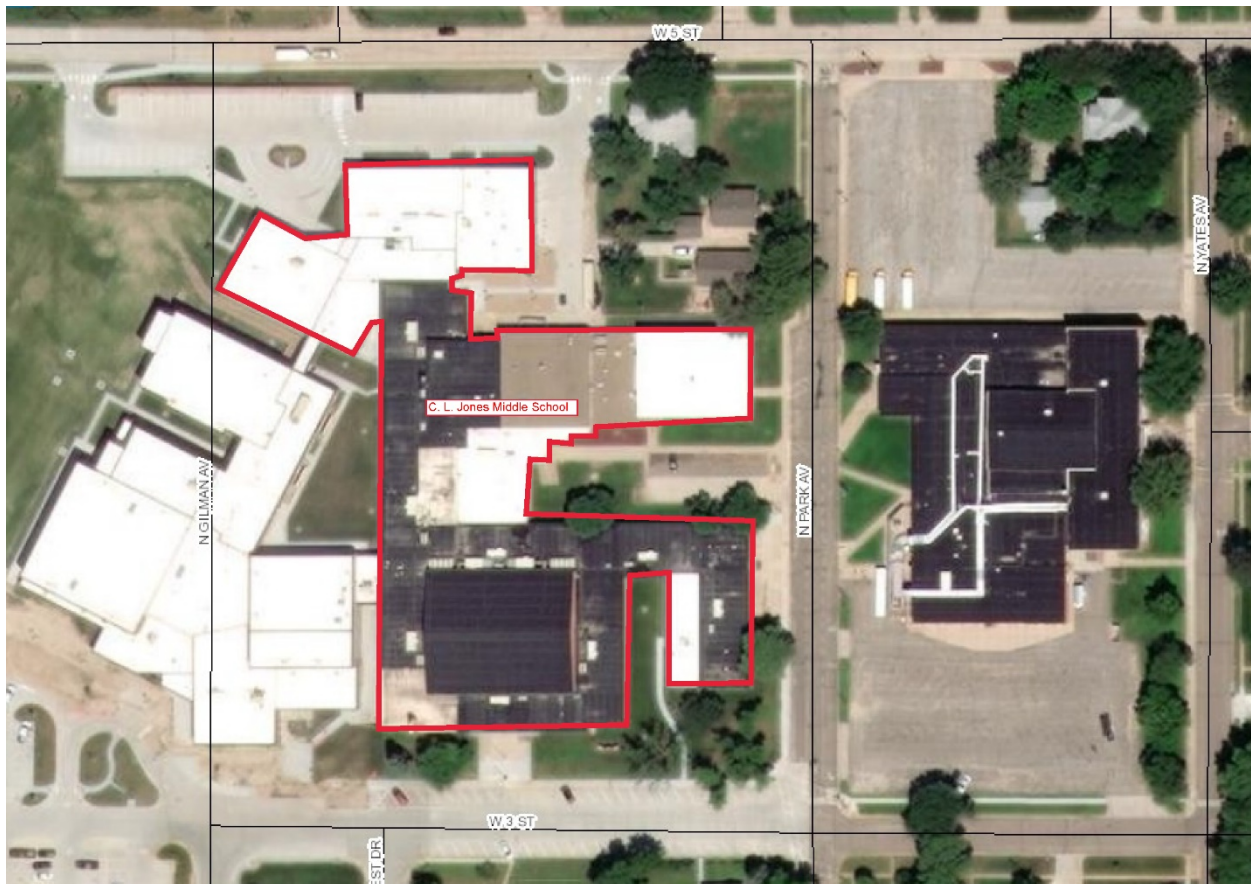
Derek Kotschwar

ARCHITECT *(Signature)*

Derek Kotschwar, Principal
(Printed name, title, and license number, if required)

Appendix A
Scope of Project

1. Scope. The Project generally consist of the evaluation and potential design, installation and related construction of a new heating, ventilation, and air conditioning (HVAC) system serving the C.L. Jones Middle School (Middle School) facility located at 520 West 3rd Street, Minden, Nebraska, as generally shown on the diagram below.



A. General physical parameters of the Middle School facility include:

- Originally constructed in 1960, 1994, and 2017
- Approximately 90,00square feet in size.
- Capacity for approximately 425 students and staff.
- Approximate age of existing HVAC systems is between late 1980s and early 2000s.
- Control systems are manufactured by Daykin, Siemens, and McQuay.

B. General parameters of new HVAC system:

- Systems controls must be nonproprietary and work with the existing system controls in the new high school addition.

- The system needs to be expandable to address a potential new elementary building addition attached to the middle school.
- Additional work that needs to be added is air controls for our middle school gym, other HVAC units for our activity gym that would include additional energy efficiency requirements, like insulation for the roof and walls.
- Additional work may include in the high school to address concerns with circulation pumps and insulation for the pipes on exterior walls.
- Middle School Gym will need a comprehensive system to address humidity and overall run time for the rooftop units.
- The activities gym in the middle school will need to have ductwork for heating and air conditioning and a comprehensive plan to address the lack of energy efficiency in that area.

C. General information regarding high school addition:

- The high school control system is Honeywell.
- System controls should communicate between the high school and middle school.
- The high school system was put done in 2017.
- There are areas in the high school that need to be addressed regarding circulation pumps and insulation that we would like addressed.

2. Schedule. The initial schedule for the Project is as follows. The Owner and the Architect shall revise and keep this schedule continually updated.

Date	Task
November 16, 2020	Preliminary discussions on system solution options, proposed systems sketches, equipment locations, and other matters with goal to final the Scope of Supply for the project
November 17 – December 14, 2020	Facility existing condition; determine viability of the proposed new systems; develop Design Development (DD) level drawings
December 14, 2020	Review budget, scope DD drawings, approval to proceed with Construction Documents (CD)
December 15, 2020 – January 6, 2021	Work on Construction Documents; finalize coordination of site conditions with drawings
January 6, 2019	Provide 90% progress drawings for review
January 21, 2021	Complete (100%) Construction Documents; project is bid
February 11, 2021	Bids due
February 22, 2021	Determine low responsible bidder and recommendation to award contract
February 23, 2021	Finalize contractor contract and authorize long lead-time items
April 26, 2021	Possible mobilization of contractor and beginning of selective demolition

Date	Task
May 20, 2021	Construction commencement
July 23, 2021	Half of classrooms complete
July 30, 2021	Last of classrooms complete
August 12, 2021	Substantial Completion of project
August 12, 2021	School starts (approximate)
September 15, 2021	Final Completion of project

3. Budget. Preliminary budget for the Project is \$1,500,000. Budget included all engineer fees and expenses and the cost of the work.

Appendix B



Engineering Technologies, Inc.
2020 STANDARD BILLING RATES

Staff Position	Billing Rate
Principal	\$180.00
Professional Engineer	\$155.00
Engineer I / Senior Designer	\$130.00
Engineer II	\$120.00
Designer I	\$120.00
Designer II	\$110.00
Construction Manager	\$120.00
Engineering Technician I	\$100.00
Engineering Technician II	\$95.00
Engineering Technician III	\$90.00
Administrative Staff	\$75.00

Engineering Technologies Inc

Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508

1111 N. 13th Street, Suite 216, Omaha, NE 68102

P 402.476.1273 F 402.476.1274

P 402.330.2772 F 402.330.2630

Innovative. Comprehensive. **Proven**

www.eti-engineers.com

Principals

Martin D. Kasl, PE, LEED AP, Mechanical Engineer
Thomas A. Ernst, PE, Electrical Engineer

Daniel W. Schinstock, PE, Mechanical Engineer
Daniel L. Thompson, PE, Mechanical Engineer

Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer
Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical



Engineering Technologies, Inc.

2020 REIMBURSABLE EXPENSE CHARGES

<u>Expense</u>	<u>Charge</u>
Mileage	Federal Mileage Allowance
Transportation Expense	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Advertising Charges	Actual Cost + 10%
Consultants	Actual Cost + 5%
Supplies, Miscellaneous, Etc.	Actual Cost + 10%
Black and White Copies/Prints	\$0.12/each
Color Copies/Prints	\$0.59/each
Bond Paper (Plots)/Small - 24" x 36"	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	\$4.50/sheet
Mylars - 24" x 36"	\$6.75/each
Mylars – oversized	\$13.50/each

Additions and Deletions Report for **AIA® Document B101™ – 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 16:23:45 ET on 11/05/2020.

PAGE 1

AGREEMENT made as of the 9th day of November in the year 2020 ("Effective Date")

...

Kearney County School District 50-0503, a/k/a Minden Public Schools
A political subdivision and Class III public school district of the State of Nebraska
543 W. 5th Street
Minden, NE 68959
308-832-2440

...

Engineering Technologies, Inc. d/b/a ETI
A Nebraska corporation
825 M Street, Suite 200
Lincoln, NE 68508
402-476-1273
(Engineering firm hereinafter referred to as "Architect")

...

Minden Public Schools – C.L. Jones Middle School heating, ventilation, and air conditioning (HCAV) system replacement project, generally consisting of the evaluation, design, installation and related construction of a new HVAC system serving the facility located at 520 West 3rd Street, Minden, Nebraska.

PAGE 2

The Owner's program for the selected Project is identified and described on the attached Scope of Project sheet, Appendix A.

...

The physical characteristics for the selected Project are identified and described on the attached Scope of Project sheet, Appendix A.

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

...

The Owner's Construction Budget for the selected Project is identified and described on the attached Scope of Project sheet, Appendix A.

PAGE 3

See Scope of Project sheet, Appendix A

...

See Scope of Project sheet, Appendix A

...

See Scope of Project sheet, Appendix A

...

See Scope of Project sheet, Appendix A

§ 1.1.5 The Owner intends the following construction procurement and delivery method for the Project:

...

Design-Bid-Build under Neb. Rev. Stat, §73-101 and §73-106.

...

None

§ 1.1.6.1 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.

...

James Widdifield, Superintendent
Minden Public Schools
543 W. 5th Street
Minden, NE 68959
308-832-2440
james.widdifield@mindenwhippets.org

...

Not applicable

...

To be determined (if necessary or required)

.2 — Civil Engineer;.2 Site Survey:

To be determined (if necessary or required)

PAGE 4

None

...

Derek Kotschwar, Project Manager
Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
402-476-1273
dkotschwar@eti-engineers.com

...

.1 ~~Structural~~ Electrical Engineer:

None

.2 Civil Engineer:

None

.2 ~~Mechanical Engineer:~~ .3 Mechanical Engineer:

None

.4 Structural Engineering:

R.O. Youker, Inc.
A Nebraska corporation
1201 O Street, Suite 310
Lincoln, NE 68508
402-477-7640

.3 ~~Electrical Engineer:~~ .5 HVAC Consultant:

None

.6 Architectural Design Consultant:

Cannon Moss Brygger & Associates, P.C. d/b/a CMBA Architects
A Nebraska professional corporation
208 N. Pine Street, Suite 301
Grand Island, NE 68803
308-384-4444

PAGE 5

None

§ 1.1.11.3 The Owner reserves the right to refuse or limit Architect's use of any employee or consultants and to require Architect to remove any employee or consultant already engaged in the performance of the services on the Project.

...

None

...

§ 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.~~

§ 1.4 The term of this Agreement shall be for a period beginning on the Effective Date and shall continue through the occurrence of one of the following events, whichever occurs first in time:

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms.

§ 1.5 This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this Agreement.

§ 1.6 Any additional services to be provided by the Architect not otherwise identified in this Agreement shall be determined by a separate written agreement or addendum to this Agreement signed by both parties.

...

§ 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.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 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 One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

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

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate. Policy limits for Professional Liability in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

...

§ 2.5.9 Excess or Umbrella Liability with policy limits of not less than Three Million Dollars (\$ 3,000,000).

§ 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. architectural services, usual and customary structural, mechanical, civil and electrical engineering services and other services described herein. Services not set forth in this Article 3 Article 3, or not identified as Basic Services in Article 4, are Supplemental or Additional Services.

...

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for the date of 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, 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.

PAGE 7

§ 3.1.5 The Architect-Architect, at appropriate times, 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.

...

§ 3.1.7 Basic Services

In addition to the usual and customary architecture and engineering services to be provided by the Architect under this Article 3, Basic Services under this Agreement also shall include the specific services identified in the non-exclusive list below.

- .1 Engineering design (including Electrical, Mechanical, Structural, and Civil engineering)
- .2 Construction administration and construction observation
- .3 Value analysis
- .4 Cost estimating
- .5 Conformed documents for construction
- .6 As-designed record drawings
- .7 Contractor's as-built drawings
- .8 Commissioning
- .9 Post-occupancy evaluation
- .10 Consultant coordination
- .11 Architectural design

§ 3.1.8 Owner's Approval Not a Waiver. Approval by the Owner of any plans, studies, designs, specifications, reports, or Instruments of Service furnished by the Architect under this Agreement shall not constitute and shall not in any way be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the adequacy of the Architect's work or for the Instruments of Service, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the Instruments of Service prepared by the Architect, its agents, employees, subcontractors, or consultants. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

§ 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-services, including all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.

PAGE 8

§ 3.2.6 The Architect shall submit to the Owner ~~an estimate of the~~ a written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, the Owner's written authorization to proceed, 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 The Architect shall update the ~~estimate of the written Opinion of Probable~~ Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the ~~estimate of the written Opinion of Probable~~ Cost of the Work, and request the Owner's approval.

...

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, the Owner's written authorization to proceed, 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.

PAGE 9

§ 3.4.2.1 The Architect, at appropriate times during the Construction Documents Phase, shall contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services, including:

- .1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.
- .3 At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with

a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

§ 3.4.2.2 The Architect shall design for accessibility by persons with disabilities in conformance with the provisions and references in applicable state or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and, if applicable, the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Owner will determine the full extent of its obligations under the ADA and FHA, including whether the ADA and/or the FHA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Architect with such information.

§ 3.4.4 The Architect shall update the estimate for the written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Opinion of Probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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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~~ or, if applicable, negotiated proposals; (2) confirming responsiveness of bids ~~or~~ or, if applicable, proposals; (3) determining the successful bid ~~or~~ or, if applicable, proposal, if any; and, (4) awarding and preparing contracts for construction.

...

- .1 assisting in preparing Bidding Documents for distribution to prospective bidders;
- .2 facilitating the distribution of Bidding Documents to prospective bidders;
- ~~.2~~ .3 organizing and conducting a pre-bid conference for prospective bidders;
- ~~.3~~ .4 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~~ .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner~~ Owner; and
- .6 make recommendations to the Owner as to the lowest responsible bidder.

§ 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 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~~ .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ .2 organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ .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, as an Additional Service, 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, A201,~~ General Conditions of the Contract for ~~Construction.~~ Construction, as amended. If the Owner and Contractor modify AIA Document ~~A201-2017, A201,~~ those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.3 Subject to Section 4.2 and ~~except~~ Except as provided in Section ~~3.6.6.5, 3.6.6.5 through 3.6.6.8,~~ 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.

...

§ 3.6.2.1 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 observable 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~~ Architect, after consulting with the Owner, has the authority to reject Work that does not conform to the Contract Documents. 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, material and/or equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

PAGE 11

§ 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.~~ Documents and accepted by the Owner.

§ 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, A201,~~ the Architect shall render initial decisions on ~~Claims~~ Claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

§ 3.6.2.6 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 initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

...

§ 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 observations at the site and of the Work on the Project 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.

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§ 3.6.4.2 The In accordance with the Owner and Architect approved submittal schedule, 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.

...

§ 3.6.4.4 Subject to Section 4.2, the The Architect shall review and respond to requests for information about the Contract Documents. Documents, unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. 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. Architect shall acknowledge the receipt of each Contractor-generated request for information within three (3) working days after receipt by the Architect. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each Contractor request for information (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but no longer than ten (10) working days after the request for information is received by the Architect. If the request for information processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner.

...

§ 3.6.5.1 The Architect Architect, after advising the Owner in writing, 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 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

- .1 conduct site visits for observable or reasonably discoverable defects and/or deficiencies in the Work;

- .2 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2—.3 in consultation and with approval of the Owner, issue Certificates of Substantial Completion;
- .3—.4 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—.5 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.

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

§ 3.6.6.6 Promptly after the Owner receives the Certificate of Substantial Completion from the Architect, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Architect As-Design Record Drawings, and the Contractor's As-Constructed Drawings in a form approved by the Owner. The Architect shall also provide the Owner an electronic file of the Architect's As-Design Record Drawings, and the Contractor's As-Constructed Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted as either "As-Designed Record Drawings," or "As-Constructed Record Drawings."

§ 3.6.6.7 The Architect shall, on behalf of the Owner, review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Upon written request by the Owner, Architect shall participate in Commissioning and Training of Owner's staff on an hourly basis.

§ 3.6.6.8 Upon the issuance of a Certificate of Substantial Completion, the Architect shall:

- .1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of the Certificate of Substantial Completion.
- .2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to discuss satisfactory correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.
- .3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

§ 3.6.6.9 Commissioning. For purposes of this Agreement, Commissioning shall consist of the following work:

- .1 25% random sampling for functional testing of all new installed HVAC Equipment including air & water balancing and temperature controls testing.
- .2 Shop drawing review of HVAC equipment and Temperature Controls.
- .3 Review of the final air & water balancing reports.
- .4 Verification that HVAC Start-up of equipment was performed.
- .5 Review of the O&M manuals.
- .6 Verification that Owner training was completed.

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed ~~Unless otherwise specified as an Architect-provided Basic Service, the Architect shall provide the listed Services as 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. responsibility and only if the Owner notifies the Architect in writing of the need for Supplemental Service and the Owner authorizes the Architect to perform such Supplemental Services in writing. The Owner shall compensate the Architect for those Supplemental Services authorized by the Owner as provided in Section 11.2. Failure of the Architect to notify and obtain written authorization to perform Supplemental Services will result in a denial of compensation by the Owner. 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.

...

Supplemental Architect Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect (as Basic Service)</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect (as Basic Service)</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect (as Basic Service)</u>
§ 4.1.1.11 Value analysis required under Sections 6.5, 6.6 and 6.7	<u>Architect (as Basic Service)</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect (as Basic Service)</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect (as Basic Service)</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect (as Basic Service)</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect (as Basic Service)</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Architect (as Basic Service per § 3.6.6.8)</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's —Architect's consultants	<u>Architect (as Basic Service)</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Architect (as Basic Service)</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect (as Basic Service)</u>
§ 4.1.1.30 Other Supplemental Services	<u>Architect (if authorized)</u>

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None

...

None

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

...

- ~~.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; regulations, provided that the Architect fully complied with the Architect's requirements under §§ 3.1.7 and 3.4.2.1 herein;~~

...

- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Owner after initial bidding;~~

...

- ~~.9 Evaluation of the qualifications of entities providing bids or proposals; [omit];~~

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~~§ 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 determination, and thereafter the Owner and the Architect shall meet and confer about how, if at all, the Architect may be compensated for those services already performed~~

...

- ~~.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; [omit];~~

...

~~§ 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. [omit]~~

~~§ 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 later, may be compensated, in the sole discretion of the Owner,~~ 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.~~

§ 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. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

...

§ 5.3 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; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

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~~§ 5.7 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.~~

~~§ 5.7[omit]~~

§ 5.8 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.~~

...

§ 5.10 The Owner shall ~~furnish~~ furnish, for the benefit of the Owner only, 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.

§ 5.11 The Owner shall provide ~~prompt~~ timely 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.~~ the Architect's Instruments of Service and Construction Documents, provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly~~ timely 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.

...

~~§ 5.15 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.~~

§ 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. The Owner's Construction Budget shall include the Cost of the Work and construction contingency, but not an Owner's contingency.

§ 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 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate of the~~ Opinion of Probable Cost of the Work and updated ~~estimates of the~~ Opinions of Probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any ~~estimate of the Cost of the Work, Opinion of Probable Cost of the Work by the Architect,~~ or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing ~~estimates of the~~ Opinions of Probable Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Opinion of Probable Cost of the Work to meet the Owner's budget. The Architect's ~~estimate of the~~ Opinion of Probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed ~~estimate of the Cost of the Work, cost estimating services,~~ the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.5 If at any time the Architect's ~~estimate of the latest~~ Opinion of Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at the Owner's direction and in the Owner's sole discretion (i) redesign and make appropriate changes, modifications and revisions to the design and Construction Documents for the Project in order to reduce the Architect's Opinion of Probable Cost of the Work within the Owner's budget for the Cost of the Work, or (ii) 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. Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide ~~bid-bid(s) or negotiated proposal, proposal:~~

- ~~1~~ 1 the Owner shall
 - ~~1~~ 1 may give written approval of an increase in the budget for the Cost of the Work;
 - ~~2~~ 2 the Owner may authorize rebidding or renegotiating of the Project within a reasonable time;
 - ~~3~~ 3 the Owner may terminate this Agreement in accordance with Section 9.5;
 - ~~4~~ 4 in consultation with the Architect, the Owner may revise the Project program, scope, or quality as required to reduce the Cost of the Work;
 - ~~5~~ 5 in consultation with the Owner, the Architect shall redesign and make appropriate changes, modifications and revisions to the design and Construction Documents without change to the Project program, scope or quality; or,
 - ~~5~~ 6 the Owner may implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4, the Architect either Section 6.6.4 or Section 6.6.5, the Architect, without additional compensation,~~ shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the

budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.~~

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§ 7.3 ~~The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, 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. Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. 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. Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. 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.~~

§ 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.~~

...

§ 8.1.1.2 ~~The Architect acknowledges that the Owner is a political subdivision of the State of Nebraska, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Nebraska. By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.~~

§ 8.1.2 ~~To Only to the extent damages are covered by property insurance and payment is received from applicable 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, A201, 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 and Owner waive waives consequential damages against the Owner 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 Owner's termination of this Agreement, except as specifically provided in Section 9.7. The Owner expressly reserves the right to claim consequential damages against the Architect, subject to the limitation on damages provided in § 12.14.~~

§ 8.1.4 Architect Indemnity

§ 8.1.4.1 Indemnity / Non-Professional Acts. The Architect and Architect's consultants shall indemnify, defend and hold harmless the Owner, and all of its board members, officers, administrators, agents, representatives, and employees, from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent acts, errors or omissions by the Architect, its employees and its consultants, and for patent, copyright or trademark infringement attributable to the Architect's services.

§ 8.1.4.2 Indemnity / Professional Acts. The Architect shall indemnify and hold harmless the Owner, and all of its board members, officers, administrators, agents, representatives, and employees, from and against from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent they are caused by the negligent acts, errors 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 harmless the Owner does not include a duty to defend. The Architect's duty to indemnify the Owner under this § 8.1.4.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4.3 The Architect understands and agrees that the indemnification, defense, and hold harmless obligations of this section constitute a continuing obligation on the part of the Architect and survive and are enforceable beyond the term of the contract to the fullest extent permitted by law.

§ 8.1.5 Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the senior management of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 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.

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[] Litigation in a court of competent jurisdiction in Kearney County, Nebraska

...

§ 8.3 Arbitration[omit]

§ 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.

~~§ 8.3.4.3~~ 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.

...

~~§ 9.1~~ If the Owner fails to make payments to the Architect ~~in accordance with this Agreement, for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect,~~ 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, undisputed sums due prior to suspension.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§ 9.2~~ If the Owner suspends the ~~Project, Project~~ for more than ninety (90) consecutive days, 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 ninety (90) consecutive 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 twenty-one (21) days' advance written notice and opportunity for the other party to cure 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 (7) days' written notice to the Architect for the Owner's convenience and without cause.

...

~~§ 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: Notwithstanding any other provisions of the Contract Documents to the contrary, it is expressly understood and agreed that the legal obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the Owner. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this Agreement without cause under the provisions of this Article 9.

~~§ 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.

~~§ 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, State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Kearney County, Nebraska.

~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, A201, General Conditions of the Contract for Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.
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~~§ 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-fourteen (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-fourteen (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.

...

~~§ 10.6.1~~ Notwithstanding § 10.6, the Architect shall be responsible and liable for any hazardous materials or toxic substances, as defined in AIA A201, that the Architect, by its acts or omissions, knowingly or should have known introduces, causes, or allows to be introduced to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

~~§ 10.7~~ The Architect shall have the right to With prior written authorization by the owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, 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. 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.

Notwithstanding the foregoing, the parties expressly understand, acknowledge and agree that because the Owner is a governmental entity subject to public records laws, any information provided by the Architect to the Owner may be subject to disclosure in accordance with applicable State and federal public records laws.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after ~~7~~seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a public records request, 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. 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. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

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Not Applicable

...

~~(Eight and Three-Quarters Percent (8.75%))~~ % of the ~~Owner's budget for the actual~~ Cost of the Work, as determined at Final Completion and as calculated in accordance with Section 11.6.

...

Not Applicable

§ 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, 4.1.1, if approved by the Owner,~~ the Owner shall compensate the Architect as follows:

...

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, if approved by the Owner, the Owner shall compensate the Architect as follows:

...

The Architect's Hourly Rate Schedule, Appendix B, for hours incurred by the Architect's personnel assigned and working on the Project.

§ 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.)

with no markup.

...

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>)	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>)	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>30</u>)	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>)	%)

§ 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. The Architect’s final compensation shall be adjusted based on the final, actual 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. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

on the Architect’s Hourly Rate Schedule, Appendix B. Except as otherwise agreed to in writing by the Owner, the hourly for all personnel and consultants listed on the Architect’s Hourly Rate Schedule, Appendix B, shall remain fixed and shall not be adjusted during the entire term of this Agreement. Except as otherwise agreed to in writing by the Owner, the hourly rates of the Architect’s consultants charged to the Owner shall be the same hourly rates the consultants charge the Architect, without any markup to the Owner.

Employee or Category	Rate (\$0.00)
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...

§ 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~~, Project only if requested by and authorized in writing in advance by the Owner, as follows:

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~ subsistence (but not Architect time), only if requested by and authorized in writing in advance by the Owner;

...

.4 ~~Printing, reproductions, plots, and standard form documents;~~ documents, not otherwise provided or directly paid for by the Owner;

...

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~ [omit]

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

.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;~~ [omit]

...

.10 ~~Site office expenses;~~ [omit]

.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. [omit]~~

~~.12~~ Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

Rates for the foregoing Reimbursable Expenses shall be based upon the Architect's Reimbursable Expense Schedule, attached as Appendix C. Except as otherwise agreed to by the parties, the rates for all reimbursable expenses listed on the Architect's Reimbursable Expense Schedule, Appendix C, shall remain fixed and shall not be adjusted during the entire term of 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 with no markup.~~

§ 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.)~~

§ 11.8.3 The Architect shall not incur Reimbursable Expenses in excess of the aggregate amount of \$2,000.00 without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

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§ 11.10.1.1 An initial payment of Zero (\$ 0.00) 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.~~

§ 11.10.2.1 ~~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.)~~

~~—% performed in the preceding month. Payments of undisputed invoice amounts are due and payable by the Owner within forty-five (45) calendar days after receipt by the Owner of the Architect's invoice. If the Owner disputes all or any portion of an invoice of the Architect, the Owner shall give written notice to the Architect within forty-five (45) calendar days of the Owner's receipt of the invoice, stating the amounts and reasons for the dispute. Undisputed amounts unpaid forty-five (45) calendar days after the Owner receives the invoice shall bear interest at the rate of six percent (6%) per annum. Disputed invoice amounts shall not bear any interest.~~

§ 11.10.2.2 ~~The Owner shall not may withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, 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. Work as a result of the Architect's negligence.~~

§ 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 and shall be provided to the Owner upon presentation of the Architect's progress payment applications. Records of all reimbursable expenses shall be kept on a generally recognized accounting basis and shall be available for review to the

Owner or its authorized representative during business hours at the Architect's office. Proof of payment of any reimbursable expenses item shall be provided to the Owner with each claim for reimbursement by the Architect.

...

§ 12.1 The Architect will exercise the Architect's professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place on the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from his or her financial and legal counsel.

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin. The Architect by execution of this agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

§ 12.3 The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Owner's property of whatever nature or kind, nor upon any of the land of the Owner, such property being public property belonging to a political subdivision of the State of Nebraska, or upon any funds of Owner.

§ 12.4 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (1) make Architect the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status. The Architect shall assume sole responsibility for any debts or liabilities that may be incurred by Architect in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement.

§ 12.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

§ 12.7.1 The Architect shall obtain all criminal history information regarding its "covered employees", as defined below. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 12.7.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported

disqualifying criminal history, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 12.7.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Nebraska Revised Statutes, Chapter 28, Article 3; an offense for which a defendant is required to register as a sex offender under Nebraska law; or an equivalent offense under federal law or the laws of another state.

§ 12.8 The Architect shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements. In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

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

- .1 The Architect must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- .2 If the Architect indicates on such attestation form that he or she is a qualified alien, the Architect agrees to provide the US Citizenship and Immigration Services documentation required to verify the Architect's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- .3 The Architect understands and agrees that lawful presence in the United States is required and the Architect may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

§ 12.10 The Owner does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns.

§ 12.11 Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

§ 12.12 The Architect certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Architect breaches or violates this warranty, the Owner may, at its discretion, terminate this

Agreement without liability to the Owner, or deduct from the Agreement price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

§ 12.13 The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

§ 12.14 Notwithstanding any other provision of this Agreement, the Owner agrees that Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Architect under this Agreement, shall not exceed the greater of (1) the amount of Architect's insurance provided and recovered under this Agreement, or (2) the amount of Architect's total compensation under this Agreement.

§ 12.15 If, due to the Architect's omission, a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents; provided the Architect will be responsible for paying any increased costs to the Project as a result of the Architect's omissions which are above and beyond the cost the Owner would have had to pay had the omission not occurred. In no event will the Architect be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Project.

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- .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.)

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Scope of Project sheet, Appendix A
Architect's Hourly Rate Schedule, Appendix B
Architect's Reimbursable Expense Schedule, Appendix C

...

**Kearney County School District 50-0503,
a/k/a Minden Public Schools**

Engineering Technologies, Inc.

...

Craig Grams, President of the Board of Education

Derek Kotschwar, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rex R. Schultze, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:23:45 ET on 11/05/2020 under Order No. 5071078667 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, 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)