

Agenda

1. Preliminary Procedures
 - 1.1. Call meeting to order & announce Open Meetings Act is Posted
 - 1.2. Public Notice as publicized per board policy
 - 1.3. Roll Call
 - 1.3.1. Action to excuse board members if necessary
 - 1.4. Pledge of Allegiance
 - 1.5. **1.5 Mission** Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.
 - 1.6. Approval of Agenda
2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)
 - 2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.
 - 2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.
3. Discussion Items
 - 3.1. D.A Davidson
 - 3.2. JEO- Contract and Timeline
 - 3.3. Legislative Update
 - 3.4. ALICAP Control Visit
 - 3.5. Policy 4040
4. Reports
 - 4.1. Administrator Reports
 - 4.2. Student Board Report
 - 4.3. Superintendent's Report
 - 4.4. 2025-2026 Multicultural Report
5. Action Items
 - 5.1. School Psychologist Contract
 - 5.2. JEO Contract
6. Future Agenda Items
7. Consent Agenda
 - 7.1. Approval of Minutes
 - 7.2. Approval of Financial Reports
 - 7.2.1. Treasurer

- 7.2.2. Budget
 - 7.2.3. Activities
 - 7.2.4. Athletic
 - 7.3. Approval of Claims
 - 7.3.1. General Fund
 - 7.3.2. Special Building Fund
 - 7.3.3. Unemployment Fund
 - 7.3.4. Gifts & Donations Fund
 - 7.4. Approval of Consent Agenda
- 8. Adjournment

Please publish the following legal notice in the March 4, 2026 edition of the Seward County Independent. Thank you.

NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, March 9, 2026 at 5:30 p.m. for a regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

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



2025-2026 OBSERVATION REPORT

SEWARD PUBLIC SCHOOLS

LOSS CONTROL CONSULTANT – Lynn Johnson

Member School District/ESU: Seward Public School

Date of Inspection: February 23, 2026

Key person met with and title: Josh Fields, Superintendent; Adam Dowling, Maintenance Director

Buildings/Facilities Inspected: High School and Bus Barn

<26-27: Seward Elementary and Seward Middle School >

It was great to visit with both of you last week. I appreciate how all stakeholders make safety and security a priority. Thank you for the time you spent meeting with me and touring the buildings. It is apparent that the culture at Seward Public Schools is welcoming and inclusive, which is a great platform for building trust and a safe environment for students and staff.

NOTES FROM INTERVIEW WITH KEY PERSONNEL

- The ALICAP website was discussed to include components that are housed on the website. It was affirmed that the superintendent is familiar with accessing the site and is knowledgeable about the content.
- The 24/7 Work Comp Claims Nurse's Line was reviewed, and a flyer with information was provided. Seward has already utilized the Nurse's Line.
- Workman Comp modifier ratings were reviewed which includes a current modifier of 1.12. This is slightly down from last year, and we discussed how this should decrease as the three-year average comes into play. Keep up the quality training, awareness, and attentiveness to safety and security. These are the elements that are controllable.
- The district is currently qualified for Cyber Security and Ransomware Insurance Coverage.
- The district does have a committee in place (Crisis Committee) that meets Rule 10 requirements and fulfills the requirements of LB 757 Labor Committee. The Safety Committee meets at least quarterly and keeps minutes from their meetings. The committee focus is instrumental in building the culture of safety that is sought. There are external and internal stakeholders on this committee.
- The district does have independent audits to fulfill Rule 10. They utilize local law enforcement on a regular basis and have used the captain of the police department for the 2024-25 review. Homeland Security has provided a very specific audit in the recent past. Using a variety of people from varied backgrounds provides them with robust data to inform their decisions.
- The district utilizes Safe 2 Help as an anonymous alert reporting system.
- The district does use Safe School courses to cover some of the required state training. They completed 847 courses in the 2024-2025 school year. Great Work! We did discuss some of the new courses that have been added to include the courses for paraeducators. They do have some of their training in person such as the Suicide Prevention training which is led by their LMPH.
- The district has adopted and utilizes 'I Love You Guys' Standard Response Protocol and conducts the annual drills that are required by law. These include fire drills, tornado drills, and bus evacuation. The local law enforcement and fire department are knowledgeable about the building and are involved in training and discussions regarding safety and security. The district also utilizes ALICE protocols, and the staff receives training on these protocols.
- The district uses Rooms to share/track information during an emergency. They are looking to identify a more robust and user-friendly means to communicate and track information. Free software 'Crisis Go' and safety modules from Aptegy are being reviewed.

- Each campus maintains a ‘safe room’ that has intercom and camera accessibility to be used in critical situations.
- The district does have an approved EOP which serves as the main guidance for safety and security plans.
- Job descriptions are updated and include physical limitation descriptions.
- We reviewed the list of ‘high risk’ activities, and a copy was left with the district.
- The fire alarm systems are directly linked to the local fire department, and all the student campuses are sprinkled. The fire alarm system is inspected twice annually as required.
- We discussed that ALICAP does recommend monthly building inspections, and a copy of the current Fire Inspection code list was provided to the district. Maintenance does walk through buildings on a regular/daily basis. The playgrounds are inspected regularly.
- I appreciate that the district addressed some of the recommendations that were identified last year.
- All the people that I encountered were welcoming and engaging, which contributes to a safe working environment.

WALK THROUGH OBSERVATION SUMMARY

SCHOOL ENTRY AND EXTERIOR

COMMENDATIONS:

- All exterior doors are locked during the school day.
- The front entry of the high school campus has a controlled entry with visitors being directed to check into the office which is across the commons area. A secure entrance is part of the upcoming construction project. That will really improve the security management.
- The district has installed a keyless entry system on exterior doors which eliminates keys floating about and causing a breach of security.
- There is an ADA accessible front entrance with a button that has appropriate clearance to door swing.
- There is adequate walk-off carpet at all entry areas.
- There are bollards on one side where the drive is close to the building.
- There are internal and external cameras across both campus that provide an adequate view of key areas of the campus. The camera system is web based, allowing internal stakeholders and the local law enforcement to have access to the camera system.
- There is a ‘lot’ of concrete on campuses, and it is generally in good condition, but there are some areas that are starting to deteriorate and will need constant monitoring. There are ADA detectable warning surfaces at key crosswalks at the front of the building.
- The crosswalks, curbs and parking stalls are clearly painted. There is signage for handicap parking.
- There is sufficient exterior lighting around the perimeter of both campuses.
- The exterior doors are numbered.
- **RECOMMENDATIONS**
 - Evaluate the condition of the concrete at the front entry area. There are some crumbling and uneven surfaces that could evolve into trip hazards if not addressed. It is my assumption that some of this will be addressed and/or modified with the upcoming construction project.

INTERIOR WALK THROUGH

COMMENDATIONS:

- Overall, the building is clean, and hallways are clear with exits being accessible.
- All Exit signs were operable.
- There is clear signage identifying locations of fire extinguishers and AEDs. They have recently added signage that projects from the wall into the hallway. They are readily visible. Good work.
- The emergency lighting is being checked regularly as per the maintenance director.

- The elevator has had its annual inspection.
- The stairways to the upper wrestling room/weight room are well lit, have a nonslip surface, and have appropriate handrails. The stairs to the stage have necessary handrails and lighting.
- Classrooms have a window to the interior hallways, and a clear line of sight is possible.
- All classrooms have locked doors and are clearly numbered.
- The classrooms that we entered were free of clutter, and there were accessible walkways and generally free of tripping hazards.
- The classrooms have emergency information posted near the door to include maps of exit routes, tornado shelters and emergency information.
- The media center was well organized, maintaining clear aisles and is an aesthetically pleasing area.
- The art room was well organized. The kiln is vented and has an exhaust and is housed in its own room. Pottery storage is also located in this room, but the space allows for 18" clearance from kiln when fired. There were multiple fire extinguishers in the classroom and one in the kiln room. There was also a fire blanket in this space. The construction project will have a new art room which will serve them well as they are 'growing' out of this space.
- Both gymnasiums were free of clutter, and all retractable baskets had safety straps. There were wall mats behind the baskets, except for where there were open space/bleachers behind the basket. Both spaces had working exit signs. There were no unnecessary hazards. The bleachers are inspected annually by internal staff.
- The weight room is on the second level and accessible by elevator. This area is well organized with the weight's storage being appropriate with sufficient space between stations. It is a bit crowded in this space but there will be a new weight room as part of the construction project. There is rubber mat flooring in this area which provides excellent shock absorption, preventing injuries from dropping weights, offering superior grip to prevent slipping during heavy lifts, and is durable enough to withstand the impact of intense workouts and heavy equipment.
- The auditorium had clear aisles and a clear stage. The exits were marked, and there were handrails in place as necessary.
- The Concessions room was well organized with a clean popcorn popper. Paper products are not in proximity to heat elements.
- There is both a wood shop and a metal shop area. The power equipment is grounded in both spaces with electrical runs overhead to avoid trip hazards. The manufacturer guards are in place. There is a working dust collection system and ventilation system. The wood shop area has some crowding between machines. There was a metal cabinet for flammable products. The spaces are well organized and devoid of unnecessary hazards. There are emergency shut offs that are clearly visible and marked. There was a fire extinguisher and first aid kits in place. There is an eyewash station in the shop.
- The science rooms have GFCI outlets in all rooms. There is a gas shut off that is clearly signed and located in the hall (accessible to all). There is an eye washing station and shower in the chemistry room. There are metal locked cabinets for flammable chemicals and corrosive acids. The space is well organized and configured for safe and easy accessibility.
- The FCS room was well organized and free of clutter or any unnecessary risks. The gas shut off to this space is in the hall by the science rooms. There are GFCI outlets in this space. There is a commercial grade refrigerator in a lockable backroom, and this is also used for dry storage of food items. Paper products are not in proximity to heat elements.
- The kitchen is managed by a third-party agency. The kitchen has had its annual hood inspection, and there is a mounted K extinguisher in the kitchen. The district will be installing a new hood this summer. The dry storage area was well organized and maintained the desired 3' pathways to all materials.
- All custodial closets and mechanical rooms are locked with clear signage that this is a restricted area. The mechanical closet was well organized with clearance to electrical boxes and safe walkways. There was a mounted fire extinguisher in place and accessible shutoffs. Multiple people are knowledgeable about shutoff locations and operations.

➤ RECOMMENDATIONS

- Ensure that **all** fire extinguishers are checked monthly and tags marked accordingly.
- Consider adding a fire extinguisher in the concession stand (or nearby).
- The wood shop area has some crowding between machines, but this will be addressed with the new construction.
- Consider adding a fire blanket in the metal shop (if it is not already there, I may have missed it.)
- Consider adding rubber mats in the dish washing area to minimize slips on wet surfaces.

BUS BARN AND TRANSPORTATION FLEET

COMMENDATIONS:

- This space is well organized with materials stored and maintained on shelving and in a safe manner. The working space is uncluttered and free of unnecessary hazards. The oil is stored safely and effectively. There is metal storage cabinet available for flammable products. The bus barn has a fenced perimeter with a locked gate. The gate is kept locked during off hours and personnel have a key to access the area during these off hours.
- It was affirmed that all transportation vehicles have the necessary equipment, to include daily inspection sheets, a fluid clean-up kit, a first aid kit, warning triangles, a belt cutter, a mounted fire extinguisher, and safe pupil transportation plan. The Safe Pupil Transportation Plan can be obtained free of charge from Megan Boldt in the ALICAP office.

OTHER KEY INFORMATION

- ALICAP's website has contact information for all departments as well as your District's Coverage Memo, Auto ID Cards, SafeSchools Training Status, Claims counts, etc. It can be accessed using your NASB login.
- Cyber Security and Ransomware – Questions about coverages should be directed to Daniel Shonka dshonka@nasbonline.org or Sheri Shonka at sheri.shonka@prmne.com. For more information about how to obtain or maintain 'adequate controls' visit www.cybridgepro.com.
- Personal Cell Phone Numbers in for 24-7 service emergencies are as follows:
 - Megan Boldt 402-450-1487
 - Sherri Shonka 402-630-2460
 - Jay Martin 402-471-2944 (Nebraska Department of Education Safety & Security Director)

DISCLAIMER:

Because it is solely your responsibility to make safety and health inspections and take whatever actions may be necessary to prevent losses, enforce safety procedures, detect and eliminate hazardous conditions and comply with any federal, state, or local law, annual NDE Rule 10 review or any other rule or regulation concerning safety or health, we must advise you that by conduction of surveys and issuing recommendations or reports, ALICAP does not undertake to render services or assume a duty to you or for your benefit or to any third person or for that person's benefit. ALICAP's surveys, recommendations, and reports are made solely for the purpose of aiding us in reducing our losses and are not intended to detect or point out all the hazardous conditions on your property or in your operations. There may be hazardous conditions on your property or in your operations that have not been either detected or pointed out to you. You must not rely solely on ALICAP's surveys, recommendations, or reports to discover any hazardous conditions as it is your responsibility to do so.

Lynn Johnson
ALICAP Loss Control Consultant
ljohnson@NASBOnline.org
402-630-0241

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SEPARATION INCENTIVE PROGRAMS

A. PURPOSE:

The Seward Public School District Board of Education (referred to as the District and Board respectively) will consider if needed at the August Board Meeting or sooner the implementation and funding of a Separation Incentive Program (referred to as the Program) for the certificated teachers of the District (referred to variously as teacher, eligible employee, employee, applicant, or participant) Sections B-E. The Program is a Board policy that is intended to benefit certificated teachers who are considering terminating their employment with the District. Its objectives include, but are not limited to providing a balance of employee experience and offering financial incentives to assist long-term employees who are considering separating from employment. The board will utilize section G of the policy.

B. QUALIFICATIONS:

1. Eligible Employees: To be eligible, an employee must be employed by the District as of the date of acceptance of his/her application in the position of a fully certificated teacher who is paid in his/her last school year of employment pursuant to the salary schedule negotiated by the Board and the Seward Education Association.
2. Full-Time Equivalency: Both full-time and part-time employees may apply to participate in the Program. A part-time applicant's benefits will be prorated based on his/her FTE (full-time equivalency) as determined by the applicant's actual scheduled salary as of November 1 of his/her last school year of employment. An applicant who is on a part-time leave of absence and who works part-time as of November 1 of his/her last year of employment will be eligible to participate in the Program based on his/her on-duty FTE. An employee who is on a leave of absence in total as of November 1 of a school year will not be eligible to participate in the Program during the year of the leave.
3. Criteria for Eligibility: An applicant must meet the following criteria:
 - a. Years of Service: An applicant must have at least twenty (20) consecutive years of creditable service to the District.
 - b. Minimum Age: An applicant must be fifty-seven (57) years of age on or before August 15 following the last school year of employment.
 - c. An employee must apply for participation in the Program within 5 years of becoming eligible or waive the opportunity to take Program benefits.
 - d. Those employees who are older than age 57 and had 20 years of creditable service at the time of this policy's adoption shall be given five years from the date of the policy's adoption to apply to participate in the Program.
4. Applications and Criteria for Selection: On or about October of each year, the Board, in its sole and absolute discretion, will determine the total number of applicants whom it

will approve for participation in the Program based on financial exigencies, availability of funds, budget, expenses, revenue, and other school financial issues. If there are more applicants than the number the Board has authorized, the selection of the approved applicants shall be based on the following criteria in descending order:

- a. Highest Salary: The applicant(s) with the highest salary on the teacher salary schedule will be given preference for participation.
- b. Years of Experience in the District: If two (2) or more applicants are tied after consideration of criterion “a” above, the applicant(s) with the most years of full-time teaching experience in the district will be given preference.
- c. Date of Application: If two (2) or more applicants are tied after consideration of criterion “b” above, the applicant(s) with the earlier date of application (based on the date stamp from the Superintendent’s Office) will be given preference.
- d. Tie Breaker: If two (2) or more applicants are tied after consideration of criteria “a”, “b”, and “c” above, the names of the applicants who are tied shall be placed in a container and drawn from the container for opening(s) in the Program.

C. ENROLLMENT REQUIREMENTS:

1. Resignation: An approved applicant shall resign his/her employment with the District effective at the close of his/her last year of employment in consideration for the benefits outlined in paragraph “D” below. An applicant’s application to participate in the Program is not, in and of itself, a resignation of his/her contract with the School District. However, the Board’s approval of an application will be considered the approval of the applicant’s voluntary resignation and termination of his/her continuing contract. If the Board does not approve an application, the applicant’s contract will continue in effect, and he/she will remain employed by the District unless he/she otherwise resigns or his/her contract is terminated or cancelled for cause.
2. Notice of Program: On or before September 15th of each year, the Superintendent or Superintendent’s designee shall notify eligible employees of the Program and the Application and Agreement form.
3. Application and Agreement: An employee who wishes to participate must submit a completed Application and Agreement form on or before November 15th of the school year in which he/she intends to resign. The failure to submit an Application and Agreement form by the application deadline shall result in the rejection of the application. An applicant may withdraw his/her Application and Agreement within seven (7) days after the date it was received by the Superintendent’s office. The Superintendent or his/her designee shall review the employee’s record to determine eligibility.
4. Terminated Employee’s Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in the Program, UNLESS after a hearing before the Board, it is determined that said employee’s contract shall not be cancelled or terminated or the decision of the Board to terminate or cancel is subsequently set aside.

D. BENEFITS:

1. **Calculation and Payment of Benefits:** The total benefit for an approved applicant shall be as follows: The total amount cannot exceed \$35,000
 - a. Fifty percent (50%) of the index salary placement of his/her contract in effect in the final year of employment multiplied by the average FTE over his/her last 20 years of employment. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
 - b. Twenty-five dollars (\$25) per day for each day of his/her unused accumulated sick leave in the final year of employment, up to a maximum of forty-five (45) days. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
2. **Source of Funds:** The School District shall pay the entire cost of the Plan.
3. **Administration:** This plan shall be administered by the Board by and through the District administration.
4. **Beneficiary Designation:** The applicant must designate a beneficiary for the Application and Agreement form to be considered complete. If a participant dies before all benefits are paid, the beneficiary shall receive any remaining benefits.
5. **Income Tax Consequences:** Payments pursuant to the Program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. Any required state or federal withholding will be deducted from each payment.
6. **Health Insurance Rights:** A participant will have the opportunity to continue health insurance benefits as may be permitted by the Comprehensive Omnibus Budget Reconciliation Act, other applicable law, or the Retirees Health Insurance Plan under the insurance carrier's guidelines.

E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:

1. **Time to Consider Application and Agreement:** Employees shall be given at least forty-five (45) days within which to consider the terms of the Program. The Application and Agreement form shall inform applicants that the Program is totally voluntary in nature.
2. **Waiver and Release of Claims:** An employee who participates in the Program will be required to release, waive, acquit, and forever discharge the District, all past, present, and future members of the Board in their official and individual capacities, the administrators, and all other officers, agents, and employees of the District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, which the participant may now have or which may accrue in the future with respect to, arising out of, or in relation to the participant's employment with the District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection

Act (OWBPA), 29 USC §621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, NEB. REV. STAT. §48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. §1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the participant's employment with the District, this Application and Agreement form, the Program, or the participant's resignation from such employment. The participant must covenant not to sue and agree not to institute any proceedings against, and agree to indemnify and hold harmless, the District or any other persons named herein in their official or individual capacities based on any matter relating to the participant's employment by the District, the Application and Agreement, the Program, or the participant's resignation.

This waiver, release, and indemnification agreement will be given in exchange for consideration in addition to that which the participant is already entitled pursuant to law. The participant will acknowledge that he/she has been advised by this Application and Agreement to consult with an attorney before signing it and participating in the Program. The participant will acknowledge that he/she has had sufficient time to decide whether or not to execute the Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained therein.

F. TERM OF PROGRAM:

The Board, in its sole and unfettered discretion, shall determine whether to make the SIP Program available in any particular year and whether to budget and fund any Program payments and to determine the total amount, if any, that will be made available for such payments.

G. 20 YEARS OF SERVICE NON-SIP

If an employee does not otherwise qualify for the early separation program detailed in this policy, or the SIP is not utilized the employee is eligible to be paid \$50 per day for unused sick days once an employee leaves or retires from the district, as long as the employee satisfies the following conditions:

1. The employee has at least 20 years of service in the district as defined in this policy;
2. The separation from employment is the result of a voluntary resignation which is not the result of a notice of nonrenewal, termination, or cancellation of the employee's contract, and no

grounds exist at the time of resignation to nonrenew, terminate, or cancel the employee's contract.

The payment will be made in the September payroll of the year the separation from employment occurs.

Adopted: May 11, 2009

Revised: September 11, 2017, August 13, 2018, August 9, 2021

Reviewed:

SCHOOL DISTRICT OF SEWARD BOARD REPORT

March 9, 2026

Jessica Dominy, Principal
Seward Elementary School

ENROLLMENT AS OF March 2, 2026:

- Preschool – 45
- Kindergarten – 90
- Grade 1 – 84
- Grade 2 – 74
- Grade 3 – 99
- Grade 4 – 95
- TOTAL: 487

UPCOMING SEWARD ELEMENTARY ACTIVITIES

- Monday, March 9th: No School - Elementary Plan Day
- Monday, March 9th and Tuesday, March 10th: Parent Teacher Conferences 4:00-8:00 PM
- Friday, March 13th: No School
- Monday, March 16th: No School - Professional Development Day
- Wednesday, March 18th: SES to SHS for Footloose (SHS Musical)
- Thursday, March 19th: Sodexo Future Chef Event
- Friday, March 20th: No School for Current Kindergarten
 - 26-27 Kindergarten Round Up: 9:00-10:30 AM (Parent Meeting @ 9:05)
 - No School for Current Preschool
 - 26-27 Preschool Open House: 11:00-12:00 PM
- Wednesday, April 1st: Grandparents Day
- Friday, April 3rd: No School
- Monday, April 6th: No School
- April 8th-April 16th: NSCAS Testing (State Test) Grades 3-4; NWEA Grade 2

3rd Grade Wax Museum:

The 3rd Grade Wax Museum took place on February 26th at SES. It was an amazing evening filled with historical figures! Students researched someone from history, wrote a biography of that person, created a project board, and “turned into” that person at the Wax Museum. Students also practice public speaking at the Wax Museum, as they recite speeches throughout the evening. A huge thank you goes out to the 3rd grade teachers, students, and parents who made this night possible!

Summative Evaluations:

The past two weeks, I have been meeting with teachers who are in their summative year to discuss their summative evaluation. Teachers who are in their first three years at SPS, and teachers in their 3rd step of the evaluation process will have summative evaluations. The

conversations that happen during summatives are productive and valuable. This year, I continued a list of "stay" interview questions and received some great feedback. Since this was year 3 of this process, I was interested to see the similarities and differences in answers, since some of the teachers went through this process last year (probationary teachers) I always look forward to these one on one conversations with staff!

NSCAS Assessment:

April begins assessment season across the state of Nebraska, so our 3rd and 4th graders are gearing up so they are ready. To prepare for state testing, we believe our reading, writing, and math curriculums are rigorous enough. We follow our curriculum for each subject area, and sprinkle in some review for skills when needed. Students are beginning to work on practice assessments to prepare for the format of NSCAS. They will also practice questions that will be similar to those they may see on the NSCAS assessment (similar format and wording). Students will also work on goal setting for the NSCAS test, focusing on effort.

2026-2027 Kindergarten:

We are currently sitting at 52 kindergarten students for the 26-27 school year. I still anticipate more coming who have not registered. It seems numbers are low across the board in all area schools. Kindergarten Round Up is on Friday, March 20th from 9:00 - 10:30 AM and the Kindergarten Parent Meeting is during Round Up.

Thank you,

Jessica Dominy

Board of Education Report
Seward Middle School - Kirk J. Gottschalk
9 March, 2026

1. Middle School Activities:

- 9 March - Track and Field Practice Begins.
- 17 March - Quiz Bowl, Univ. of NE Kearney
- 26 March - Crete Music Contest
- 27 March - Meridian Honor Band, Daykin (7 qualified) 1000 hrs.
- 10-11 April - 7/8 School Musical, 1900 hrs. (7:00 pm.) at the HS

2. Happenings at the Middle School:

A. School Musical. Mrs. Bisbee and Mrs. Gebhardt are directing our 7/8 grade musical. This year's program is, 'Alice In Wonderland, Jr.' and will be performed at the HS Auditorium on Friday, 10 April and Saturday, 11 April.

3. State Testing. Our state testing window opens on 23 March and will remain open through 1 May. Schedules for testing will be created by the grade level teams.

4. Boys basketball Seasons finished. Our 7th and 8th grade boy's basketball seasons were completed in February. The 8th grade A team finished the season with 4 wins and 8 losses while the B Team finished 3-5. In 7th grade our A Team also finished 4-8 and the B Team ended 6-5. We did not have enough players for a C team in 8th grade but did for 7th and that team had a phenomenal 10-1 record with many close games. They were sure fun to watch.



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



We are nearing the end of the 3rd term. It has been a very productive term overall as we have seen great performances in our activities and classrooms. We will be hosting our end-of-the-term celebration rally on March 12th at 9:00 a.m. We invite all board members to join us if you can.

We just recently sent out our March/April Newsletter that you can view at this link:

<https://app.smore.com/n/53egm0-2026-bluejay-newsletter>

March will be a busy month at SHS as we are getting spring activities going and beginning to prepare for NWEA and ACT testing. Our clubs like FFA, FBLA, FCCLA, and SKILLS are gearing up for their state competitions. Likewise, our instrumental and vocal music programs are preparing for district competitions, and our annual musical production

Safety is also a major emphasis for SHS, and we make sure to conduct drills each term. At this point of the year, we have conducted eight out of the required ten fire drills and have conducted safety drills each term. At the end of March, we will be participating in the statewide tornado drill, and we will also coordinate a lockdown/evacuation drill with the Seward Police Department.

The course registration process was completed during January and February, with students entering their course selections in February. We have since been working to prepare for the scheduling process by determining the number of sections we will offer for each course and by preparing the scheduling board. A major focal point of the scheduling process moving forward will be to maximize the requests of our students.

A special thank you to our counselors and teachers for their work as we have moved through this process. We will use the remainder of the spring to build the schedule and should have the process completed before the end of the school year. We plan to communicate next year's schedule to students and staff before the end of the year, similar to the 2025-2026 timeline.

As we stated earlier, March and April are incredibly busy with numerous events and celebrations at SHS. We invite you to join us whenever you can. We also invite you to stop by SHS during the school day for a visit. Thank you for all your support.

Below are some important dates and events for the Spring at SHS:

- April 1: Grade 9-10 NWEA Tests, 11th ACT Prep Session, 12th grade-Mental Health Wellness Day
- National Honor Society Induction: April 12
- FFA Convention: March 25-27
- FBLA Convention: April 16-18
- FCCLA Convention: March 29-31
- Skills Convention: April 9-11
- 3rd Term Honor Roll Breakfast: April 3, 7:30-8:15 am
- Big DEAL Day (9th Career Planning, 10th College Tour/Career Planning, 11th-ACT, 12th Community Service: April 8
- District Music: April 22-24
- Senior Community Service Hours: Seniors must have their community service hours turned into the office and approved by April 29.

- Prom: Saturday, May 2
- Honors Night: Monday, May 11, 7:00 pm - all seniors attend
(Business Casual Dress – Please no jeans or shorts)
- Last Day for Seniors: Monday, May 11
- Graduation Rehearsal: Wednesday, May 13, 9:00 AM (Mandatory for all seniors who are planning on participating in graduation ceremonies)

Activities Update:

The High School Musical is “Footloose”, starting March 20th and running through March 22nd. Tickets are online through Bound <https://gobound.com/ne/schools/seward/tickets> .

Ms. Baker took our Academic Decathlon Students to state 3 weeks ago and came back with a STATE Runner up finish for medium schools.

Spring Sports started Monday, March 2nd.

Enrollment: March 4, 2026

| Grade Level | Enrollment |
|--------------------|-------------------|
| Grade 9 | 138 |
| Grade 10 | 136 |
| Grade 11 | 120 |
| Grade 12 | 124 |



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

Special Education

Our reviewed **Policies and Procedures** are due to NDE by March 30, 2026. We have no changes for the 26-27 school year.

Maintenance of Effort Compliance is a fiscal check and balance for special education funds. Heidi and I will work together to ensure that everything that may impact special education funding is documented. This is due by April 29th.

The directors from Cenntennial, Milford, York, and I were able to meet with Senator Hughes to share information about how the bill on K-2 suspension, the retention bill, and special education funding impact our students and communities. We appreciate her time and her insight.

We had ten students participate in the VR summer program run by our school staff last June. Feedback from students and families was positive. I have applied for the grant again. This summer program would focus on Work-based Learning Experiences, such as workplace tours, and on Workplace Readiness Training, including practicing interviewing skills and completing job applications. We would utilize materials from the kits and curriculum that we purchased with grant funds last year, specifically the *General Business Discovery* kit and the *I Can Work Curriculum*. We are expected to hear by March 20th if we have been awarded the grant again this year.

Special Olympics

The basketball skills team at the middle school has made it to state and will compete on April 11th.

We have 14 middle school and high school students who will compete in State Bowling. Ramp bowling will be held on April 10th, and non-ramp bowling will be held on April 12th.

Good luck to all of our athletes!

High Ability Learners (HAL)

Seward Public Schools is committed to recognizing and nurturing the unique gifts and talents of every student. One way schools support high-achieving students is through the High Ability Learner Program (HAL). This program is designed for students who demonstrate superior academic performance and require additional challenges to meet their intellectual needs.

Sixteen 2nd graders and two 4th graders who are move-in students and have demonstrated high academic achievement in the classroom and on the NWEA assessment have been identified as students to whom we will administer the CogAT later in March.

Title

The number of students who have received Tier II Title Reading services has remained consistent.

We will continue to monitor their progress in the classroom and their Tier II reading intervention.

Preschool

As we look ahead, planning for the 2025-2026 school year is underway. We will host an open house on March 20th for prospective new students. We will have opening in both our 3 year-old session (am) and in our 4 year old session (pm). Twenty-one families have confirmed that they will attend our open house. We look forward to welcoming these families.

Sixpence

The Grant for Sixpence is due on March 30th. We will continue to partner with Cenntennial and Milford on the Sixpence Grant and the implementation of the program.

The directors from Cenntennial, Milford, and I meet with the directors of a new home visiting program called Healthy Families, which is being overseen by Four Corners. The focus of our meeting was to develop a partnership between our programs so that we can work together to support families and young children.

English Language Learners

The ELPA21 (English Language Proficiency Assessment for the 21st Century) is an important test designed to measure the English language proficiency of students identified as English Language Learners (ELL) or who are on monitor status for ELL. This annual assessment helps educators understand the progress of these students in their English language skills, ensuring

they receive the support they need to succeed academically. We are finishing up administering the ELPA to our ELL students.

Thank you for all you do!

Dr. Shannon Hall-Schmeckpeper

Dr. Shannon Hall-Schmeckpeper
 Director of Special Services

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

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



Dr. Matt Dominy
Director of Curriculum
and Staff Development

March 2, 2026

March 2026 Board Report for Curriculum and Staff Development

Board Members,

The third quarter will be coming to a close and we will start our final quarter of the 25-26 school year. It seems like this year has flown by with the bond election, student activities, and nice weather! I am looking forward to a great finish to our year! Thanks for being an important part of our team!

Curriculum

The business/technology, PE/Health, and Library curriculum teams all met on our February PD Day. We spent our time taking a look at our old curriculum frameworks and making minor revisions to these curricular areas. We are looking at new business materials and will bring our recommendations to you in the near future. We will meet one final time during the school year on our March staff development day and then the business department may have some work to do over the summer.

Instruction

For the third year in a row, our students participated in Educator's Rising, a club that promotes future educators. We also had an individual state champion for the third year in a row! Audrey Broadwell won the championship in the Teacher Created Materials area. Educator's Rising is a part of our strategic plan #4- Recruiting high quality candidates to our district, and we view this as an opportunity to "grow our own" future educators.

Staff Development

Our March staff development will have a variety of training and meeting responsibilities. The business/technology, PE/Health, and Library teachers will continue their work with the curriculum cycle. Elementary teachers will have their final training from the UNO Early literacy workshop, which has been a huge success. We are very thankful to Sara Rising and the UNO team for their diligent work. We will provide our action teams some time to meet and conclude their year during the staff development day and we will have various committee meetings- AI, Special Education, District Wellness Committee. I have added our information from our last AI meeting for your v

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Dr. Matt Dominy
Director of Curriculum
and Staff Development

Assessment

Most of our assessments will be given in April. March is the time that all the final planning is being done with making schedules, test sessions, adding accommodations, etc. The principals do a great job supporting testing in their buildings and making this process a priority in the months of March and April.

AI Beliefs and Philosophy- DRAFT

Beliefs:

We believe in the power of the human mind, and that AI should be a supplement to the authentic learning process.

We believe in maintaining the confidentiality of staff/students while utilizing AI.

We believe in transparency when using AI tools.

We believe in developing AI literacy skills for ethical use by students and staff.

Philosophy

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

Thank you for your support!

Dr. Matt Dominy

March Staff Development Newsletter

March 1st, 2026

Mission of SPS

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

A Message From Matt

Daffodil Season

Years ago, an assistant superintendent I had the privilege of working with, Dr. Kirby Eltiste, would remind us that when the daffodils begin to bloom in March and April, schools begin to enter a unique season. He called it "Daffodil Season." It is the time of year when students start anticipating the end of the year and do not always make their best choices, when staff members—after months of steady commitment—may feel their patience wearing thin, and when parents grow more frustrated as they balance school concerns with whatever else life is placing on their shoulders.



It can be a difficult stretch of the school year, but it does not have to be. Spring energy is real. The days are longer, activities increase, testing approaches, and calendars fill quickly. Without intention, small issues can become larger ones. This is the time for us to be proactive rather than reactive. We must reteach expectations clearly and consistently, not assuming that students remember what was established in August. Expectations revisited are expectations strengthened. At the same time, we must hold students accountable in a way that communicates belief in their ability to meet those standards. High expectations, paired with support, reinforce that growth still matters in April and May.

We also need to teach with urgency until the very end of the year. Learning does not taper off simply because summer is visible on the horizon. The tone we set now will shape how the year concludes.

Clear and consistent communication with families is equally important. Many parents are managing significant demands, and predictable communication helps reduce frustration and build

partnership. If we ensure that students stay on track, if we remain steady in our patience, and if we communicate with clarity, we create stability during a season that can otherwise feel unsettled. Spring does not have to be defined by discipline concerns or fatigue. It can be defined by focus, encouragement, and memorable experiences. This is the season of concerts, competitions, field trips, celebrations, and milestone moments. With unified effort, Daffodil Season can become one of the most meaningful times of the year.

Let us finish strong, steady, and purposeful—so that when the year closes, it is marked not by frustration, but by memories that last a lifetime.

Jon Gordon- Use Your Past to Define Your Future

When I started my career as a speaker my dad said, “I can’t believe people actually pay you to speak. When you were a kid we paid you to shut up.”

It’s true. My dad often called me “Mouth” and told me to be quiet.

I was a talker but no one wanted to hear what I had to say.

Truth be told I think that’s one of the reasons why I became a writer and speaker. I wanted to be heard because growing up no one cared to hear what I was thinking.

I share this because I believe our past not only prepares us for our future, but it informs it, inspires it and gives us clues to our mission and purpose.

The resistance, adversity, challenges and pain of your past are part of your complete story and when you look back, you’ll realize it all paved the way to your purpose and future.

The woman who didn’t feel significant makes it her mission to help others feel significant.

The person who dealt with abuse becomes a healer at work making everyone feel seen and heard.

The guy who didn’t live up to his potential as a teen becomes a leader who wants to maximize the potential of his team.

Where you came from connects to where you are and where you are going.

So how do you use your past to create your future?

Look for the clues!

What resistance did you face?

What were your biggest struggles?

What adversity did you have to deal with?

What did you love to do?

What were your gifts, talents and strengths?

What energized you and made you come alive?

Then ask what do you still dream of, hope for and desire to do?

What positive impact do you want to make?

As you answer these questions, patterns and pictures will begin to emerge. You’ll understand yourself better. You’ll connect the dots. Feelings and desires will emerge. It may be a little uncomfortable, but this discomfort will be a good sign you are ready to grow.

As you gain clarity you'll see how the path led you to where you are and you'll live with a new exciting vision of where you are doing.

Your greatest struggles will lead to your greatest strengths.

Your toughest tests will become part of your testimony. And your past pain will pave the way for your powerful purpose.

You won't let your past define you. You will use it to define and create your future!

-Jon

4-12 Literacy Instruction

Our Preschool through 3rd grade teachers have engaged in focused literacy professional development throughout this school year during scheduled staff development days. Building on that foundation, next year we will expand our literacy efforts to include teachers in grades 4–12 across all content areas.

To support this work, we have selected *Keys to Adolescent Literacy* as our core professional learning resource. This framework will allow us to differentiate professional development to meet the varied needs of our staff while also creating a shared understanding of effective literacy instruction across the district.

Below, you will find a brief video from the author of *Keys to Adolescent Literacy* that helps set the stage for the learning ahead and introduces the key concepts that will guide our work.

Components of Adolescent Literacy Instruction in an MTSS Model

What are the essential components of supporting adolescent learners' reading needs through tiered instruction in a multi-tiered system of supports?

Patriotic Holidays

Patriotic Holidays

Nebraska Revised Statute 79-724 requires the following:

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the superintendent in every public, private, denominational, and parochial school on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session.

There are no patriotic holidays in March.



Seward Public Schools

Junior Inside View—Completed by Class of 2027 Bluejay Leadership Team Representatives

ACT Prep has been a great resource to assist in boosting ACT scores, but it has been difficult for many people to maintain motivation and balance ACT Prep with all of the other activities that happen during fifth period. Many of our most involved students are constantly having to miss ACT Prep and are struggling to fully benefit from it as a result. While we understand how beneficial this program has been to our scores, we believe a more effective way to help each student would be to create options for independent completion. Whether this is completed during library college classes, during free time, or through a dedicated ACT Prep access period, allowing this work to be finished at times that work for each individual would help everyone use their time better. To ensure accountability, grades could be entered for the completion of each module alongside other regular check-ins. If students aren't completing their work, they would be required to remain in a traditional 5th-period ACT Prep setting until they catch up.

Regarding registration, we appreciate having so many options for classes, especially our college and dual credit courses. Having different levels and topics allows us to decide what will best benefit us in the future; however, it can sometimes be unclear exactly what all of our options are, which causes people to miss out on beneficial opportunities. We hope to find ways to make these paths clearer so every student can take full advantage of what is offered.

Finally, we want to celebrate the growth of our class. Over the past year, the junior class has really increased its involvement in activities. Between student sections, trivia night, and all of the activities, the junior class has had a really good showing. During our freshman and sophomore years, it was difficult to get people to show up to school events, but this year has been much better for the class as a whole. We really do have a great class with a diverse group of personalities, and people are looking for the opportunity to be involved and step into leadership roles. As we begin to prepare for our senior year, our class is starting to step up into roles that have been previously dominated by the Class of 2026. It is going to be our year to show that we have a lot of really amazing people who are very capable of leading and serving at Seward High.

Regarding 004.01G5, "...An annual status report is provided to the local board of education." Below you will find multicultural activities for the school year 2025-2026 that have highlighted "studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans, and European Americans with special emphasis on human relations and sensitivity toward all races."

Early Childhood

| | |
|----------------------|--|
| August/ September | Home visits to connect with families "All About Me" Lessons on acceptance/diversity/our individuality |
| October | Fire station field trip to build community awareness |
| November | Discussion of family traditions/celebrations of Thanksgiving and make some connections to the history of Thanksgiving and Native American culture |
| January | Grocery store field trip to build awareness of community; Martin Luther King, Jr. books available in classroom library |
| February | Lessons about kindness |
| March | St. Patrick's Day books and activities that connect to Irish culture/heritage; |
| May | Lessons and activities exploring Hispanic Heritage relating to Cinco De Mayo |
| All Year | <p>**Prepare foods from different cultures for snacks, discussing cultural diversity</p> <p>** Per ECERS requirements, each classroom has multicultural play materials (food, dolls, puzzles, books)</p> <p>**Teaching of social/emotional curriculum (Second Step) which addresses emotions, problem solving skills, differences in perspective.</p> <p>**Discussions of differing abilities/needs are on-going, students can be taught some signs to communicate with others</p> |

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| | ** All units of study encourage acceptance and diversity, taught with the use of literature, art activities and discussion. |
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Kindergarten

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| August | This is the Way I Go to School books. Discuss how lives change, and how children across the world go to school. |
| September | “All About Me” literature unit. <u>The Mixed Up Chameleon</u> book: likenesses and differences. Talk about how we are each different and special, including our cultures and heritages; focus on accepting differences. |
| October | Community helpers- introducing students to community members. Students will understand the purpose of rules, and the roles of authority figures. |
| November | “The First Thanksgiving” literature unit. Thanksgiving activities and books, discuss the story of first Thanksgiving with Pilgrims and Native Americans Watched a BrainPop Jr. informational video. Family Traditions Unit - We talk about heritage and similarities and differences |
| December | “Holidays Around the World” literature unit. Introduced different holidays celebrated by different cultures around the world and in the United States. Some holidays included: Christmas, Hanukkah, Kwanzaa, St. Nicholas Day. Watched a BrainPop Jr. informational video |
| January | “Martin Luther King” literature unit. Read books and completed activities, include a BrainPop Jr. informational video. Talked about fairness, equality, and discrimination. |
| February | “President’s Day” literature unit, including books, activities, and BrainPop Jr. informational video. Discussed what led up to elections and who was/is able to vote. |

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| All Year | *Star of the week *Teaching of social/emotional curriculum (Second Step) which addresses emotions, problem solving skills, differences in perspective. |

1st Grade

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| September | "All About Me" |
| October | Discuss our community and diversity |
| November | Native Americans-Pilgrims |
| December | Christmas traditions around the world and in our community |
| January | Rosa Parks- what she did to stand up for herself-wrote stories Martin Luther King, Jr – read stories about their lives and contributions, made books |
| February | Multicultural Fair |
| April | |
| May | Cinco de Mayo- Traditions of Mexico |
| All Year | Science, Social Studies, Sharing Discussion |

2nd Grade

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| August | Beginning of the year differences All About Me Wonders - Maria Celebrates Brazil & A Look at Families |
| September | Social Studies-Types of Homes/Communities Wonders - Families at Work |
| October | Columbus Day Wonders - BiblioBurro & City Communities |
| November | Veteran's Day Native Americans & Pilgrims-Social Studies Wonders - Cinderella & Friends |
| December | Social Studies- Traditions Around the World Wonders - They've Got the Beat |
| January | Martin Luther King Jr. Activities Wonders - Happy New Year, Sharing Cultures, A New Life in India & Akita and Carlo |
| February | President's Day Celebrate Chinese New Year Visiting the Third Grade Wax Museum Wonders - Dear Primo, Games Around the World & Giving Thanks Two Times |
| March | Wonders - Caesar Chavez & Brave Bessie |
| April | Multicultural Fair Wonders - George Washington Carver (Connect to Social Studies) |
| May | Cinco de Mayo/Independence Day |
| All Year | Science, Reading, Social Studies, Writing |

3rd Grade

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|-----------|--|
| August | Language Arts Story/Activities <u>Room to Grow (Asian)</u> , and <u>Gary the Dreamer (Native American)</u> |
| September | Language Arts Story/Activities <u>Sharing Cultures (nonfiction)</u> , <u>The Dream Catcher (Native American)</u> , <u>Yoon and the Jade Bracelet (Asian)</u> , <u>Family Traditions (Culture Holidays)</u> |
| October | Language Arts Story/Activities <u>Sailing to America (Immigration)</u> , <u>Next Stop America (Immigration)</u> , <u>Empanada Day (Hispanic)</u> |
| November | Language Arts Story/Activities Anansi <u>Learns a Lesson (Native American)</u> . |
| December | Language Arts Story/Activities <u>Martina the Beautiful Cockroach (Cuban)</u> Social Studies: Historical Figures |
| January | Recognition of Martin Luther King Day Biography research and presentations of Historical Figures (Wax Museum) Language Arts Story/Activities |
| February | Language Arts Story/Activities <u>The Winnet Women of the Iditarod Dog Race (Alaskan Culture)</u> , and <u>Dolores Huerta; Growing Up Strong (Hispanic)</u> Biography research and presentations of Historical Figures (Wax Museum) |
| March | Language Arts Story/Activities <u>Juanita and the Beanstalk (Hispanic)</u> |
| April | Language Arts Story/Activities <u>Ellen Ochoa (Hispanic and African American)</u> , <u>Athena and Arachne (Greek)</u> |
| May | Language Arts Story/Activities <u>Carlos's Gift (Hispanic)</u> Field Trip to Homestead National Monument (Native American History) |

4th Grade

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| August | Multicultural Fair-whenever offered by the HS Rosa's Garden-Spanish |
| September | Native Americans on the Plains-Social Studies Ranita, the Frog Princess-Mexican |
| October | Aguinaldo-Puerto Rican Delivering Justice-African American |
| November | Keeping Freedom in the Family: Civil Rights Movement-African American |

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| December | Underground Railroad - Social Studies A Gift to the World-Writing activity-various cultures |
| January | Recognition of MLK Jr. Day See How They Run-various cultures |
| February | Walking on the Moon-American & African American |
| March | Miami By Way of Fujian- Asian |
| April | The Founding of Jamestown-Native American Multicultural Fair Our Spanish Beginnings-Spanish & French |
| May | A Surprise Reunion-Native Americans The Game of Silence-Native Americans From My Chinatown-Chinese |

Music K-4

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| All Year | <p>Songs from different countries and cultures are taught as a regular part of the daily curriculum in music class. Folk songs from England and Ireland make up a significant part of our vocal curriculum. We also do songs and folk dances from Russia, Australia, France, Mexico and Denmark..</p> <p>We learn about the development of American musical styles and listen to artists that had important contributions to those styles of music. Some African American artists we listen to include Chuck Berry, Scott Joplin and Louis Armstrong. We learn about Scott Joplin's development of ragtime music and its connection to later music styles. We learn about Louis Armstrong's contributions to jazz music and how jazz is an American music form that continues in popularity today. We learn how Rock and Roll music is a uniquely American art form that developed through the mixing of cultures and musics in the 1950's and through the musical innovations of Chuck Berry, Elvis, and other artists.</p> |
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Counseling K-4

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| Health Unit | During our health unit different types of meals are discussed. We talk about how although a meal might seem unappetizing to us, in other countries it is viewed as normal and that we can sometimes learn from others about how to eat more healthily. |
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| All year | <p>During guidance class I use basic Spanish words to grow our students' vocabularies. We also discuss that some students speak two languages at home.</p> <p>Each guidance unit has bibliotherapy books that I borrow from the school library to support our unit of study. There are books of different cultural backgrounds that support our present learning.</p> |
|----------|---|

K-4 Elementary Library

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| All Year | <ul style="list-style-type: none"> ● Students are exposed to multiple cultures, authors, illustrators, holidays, and traditions throughout the school year through the use of reading aloud, discussions, and websites. ● Author and illustrator studies ● November: Native American Heritage month ● February: Black History Month research library project and lessons ● March: Women's History Month lessons |
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5th Grade

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| August | |
| September | <p>First Americans/Native Americans Unit Ancient Maya, Inca, and Aztec</p> <p>Reading: <u>A Fresh Idea</u>: Asian American <u>One Hen</u>: West African</p> |
| October | <p>Native American Tribe Research Project European and Hispanic Explorers' Unit European Colonization - New Colonies in U.S. European New Spain - Hispanic Heritage</p> <p>Reading: <u>Word Smiths</u>: African American <u>The Magical Lost Brocade</u>: China</p> |
| November | <p>First Colonies Colonies - Pilgrims Thanksgiving & Native American Heritage Day Spanish settlements in America</p> <p>Reading: <u>A Reluctant Traveler</u>: Argentina <u>They Don't Mean It!</u>: Chinese Americans</p> |

| | |
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| | <p><u>'Where Did That Come From?'</u> : Variety of culture/languages</p> |
| December | <p>The Story of Phan Ku-Asian American</p> <p>Reading: (continued from Nov.) <u>A Reluctant Traveler</u>: Argentina <u>They Don't Mean It!</u> : Chinese Americans <u>'Where Did That Come From?'</u> : Variety of culture/languages</p> |
| January | <p>Martin Luther King Jr. Day and the Civil Rights Movement Southern Colonies-Plantations and African Slave Issues Follow the Drinking Gourd-underground railroad French & Indian War-Native Americans' role in war</p> <p>Reading: <u>What Was the Purpose of the Inca's Knotted Strings?</u> : Inca Empire <u>Machu Picchu: Ancient City</u> - Inca</p> |
| February | <p>Revolutionary War and the contributions of ethnic groups-African Americans to the War effort Black History Month</p> <p>Reading: <u>A Window Into History</u> - Underground Railroad <u>A Boy, A Horse, and a Fiddle</u> - Story from Mongolia <u>Tell Me the Old Stories</u> - Hispanic family Reader's Theater: <u>The Golden Door</u> - Italian Immigrants <u>Cesar Chavez: Hero at Work</u></p> |
| March | <p>US Constitution & A New Nation (what groups have had rights denied)</p> <p>Reading: <u>Starting Over</u> (interactive read aloud) Italian Immigrants <u>Bud, Not Buddy</u> - poor black child growing up in the depression <u>Musical Impressions of the Great Depression</u>: Black Jazz musicians</p> |
| April | <p>-Civil War-African Americans in the Civil War Civil War-slavery issues Converting customary units to metric units</p> <p><u>The Unbreakable Code</u>: Navajo Tribe <u>Allies in Action</u>: WWII US Allies</p> |
| May | <p>Civil War-slavery issues-effects of the war on African Americans Sweet Music in Harlem-African Americans Practicing multicultural math problems throughout the year</p> <p>Reading: <u>Sarah Winnemucca: Word Warrior</u> - Native American</p> |

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| | <u>Sequoyah's Gift</u> : Cherokee |
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6th Grade

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| August - May | Current Events in SS dealing with world, national and local news Medal of Honor enrichment – stories about recipients who faced racial prejudice in the military |
| Sept./Oct. | Outdoor education –Native American Theme +Dallas Chief Eagle, dream catchers, hoop dancing, rainsticks, native American games and Cherokee writing. Guest Speaker on Native Americans Many multi-cultural stories in text series Word etymology Ancient Mesopotamia Ancient Indus Valley Ancient China |
| December | Mancala game Roman, Egyptian math story problems Each unit has at least one story and one activity emphasizing multiculturalism. Within each unit we emphasize tolerance of ideas, nationalities, and how the U.S. is a melting pot of all countries. Ancient currency of other nations Prehistoric People Asian American-Generation difference Native American coming of age traditions Greek Myths Units include: People-Customs-Traditions-“Gifts” Ancient Egypt |
| Feb./March | Various reading passages per the Into. Lit. Curriculum and short reads also from the curriculum that offer cultural backgrounds/events--all year Ancient Judaism Ancient Islam |
| March/April | Math Story Problems--All Year Ancient Greece |

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| April/May | -Conversions to Metric system from Customary system Ancient Rome |
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7th Grade

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| August/September | Why do we study History? Students will engage in learning why and how historians and geographers study the past to learn more about the present and the role of economics and government have played throughout history. |
| September/October | Ancient Rome- The Roman Republic circa 735 BC to AD 476. The foundations of a fallen republic to an empire. Take Control Unit - Accepting ourselves and others as they are. |
| October/November | The Rise of Islam as a culture and a religion. Students will learn about Islam and how this religion would spread into lands outside of Arabia. Students will begin to understand the dangers of ethnocentrism. |
| Nov./December | The Growth of Christianity and the spread of Christianity through the middle east. Additionally, students will be exposed to Roman culture. |
| January | Martin Luther King, Jr. Discuss classroom materials that deal with King's life and works. January 16th MLK Day Later Chinese Dynasties |
| Jan- February | Japan: In this module students will learn about the geography and history of Japan. We will create origami projects and discover the Japanese meaning behind the object the student chose to make. |
| Feb. March | The Middle Ages |
| Feb-April | |
| March | |
| April | World Currencies Cultures of South and Southwest Asia The rise of the Ottoman Empire Scientific and Cultural Advances of the Ottoman Empire Sikh Religious Philosophies Enrichment World Cultures Langston Hughes Poem "I Too Sing America" |
| May | Numerical systems of other countries |

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| | <p>Investigate the Mughal Empire Cultural Achievements of the Mughal Empire The Spread of Islam through the Mughal Empire Pocahontas Great Migration notes</p> |
| Throughout the year | <p>Defining Science & Impact of Scientists long ago on today's science Defining how cultures around the world interacted with one another in both a positive and a negative manner. Comparing and contrasting of different cultures through the lens of historical writings.</p> |

8th Grade

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| August | Picturing the scientist (perceptions) |
| September | <p>Creating own home demographics (supplies, furniture, things needed, etc) Research and report about inventors A New Nation & US Constitution units (what groups have had rights denied, limited, etc) Second Step/ Student Wellness lesson that included an identity map (Unit 1).</p> |
| October | <p>Short Story Unit—several stories based on different backgrounds, cultures Off and on during the year—we address issues on accepting individual differences</p> <p>Create equations for real life situations (countries, money exchange) The Jefferson Era (slavery, Native American conflict, Louisiana Purchase impact)</p> <p>Science phenomena lesson that includes the collaboration of scientists from a variety of countries in determining the similarities and differences between modern penguins and a huge ancient penguin, “Pedro.”</p> |
| November | <p><i>The Boy Who Harnessed the Wind</i> - Nonfiction Unit Study of Malawi, Africa Converting temperature (C - F - K) The Jackson Era (Indian Removal Act & Impact)</p> |
| December | <p><i>The Boy Who Harnessed the Wind</i> - Nonfiction Unit Study of Malawi, Africa Manifest Destiny Unit - (Native American, immigrant impact) Second Step/ Student Wellness lessons on bullying (Unit 2)</p> |
| January | <p>Industry & Immigration Era Unit (immigration, slavery, etc.) pre-Civil War era (slavery/abolition issues, etc)</p> |

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| | <p>Martin Luther King Jr Day activities, discussion, etc.</p> <p>Solving systems of equations (real world situations where two different things meet: money, phone plans, car loans, population)</p> <p><i>Refugee Novel Unit</i> (Jewish, German, Cuban, Syrian Culture) - Into Lit Unit 3</p> |
| February | <p>Civil War Unit (slavery/abolition, etc)</p> <p><i>Refugee Novel Unit</i> (Jewish, German, Cuban, Syrian Culture) - Into Lit Unit 3</p> |
| March | <p>Holocaust Survivor Field Trip</p> <p>Reconstruction/Post Civil War unit</p> <p>Westward Expansion/Native American Conflict & Impact Unit</p> <p>Navajo code talkers (transmitting and receiving signals).</p> <p>Study of structures (Temple @ Karnak, Egypt, Stonehenge, Woodhenge, NewGrange, Ireland) and Native American and other cultural stories from around the world about the earth, moon, and sun.</p> <p>Poetry Unit - authors and topics of various cultures</p> |
| April | <p>Earth Day</p> <p>Personality Collages—include family culture, hobbies, etc.</p> <p>Always pushing acceptance of differences—religious, cultural, etc.</p> <p>Characterization—picked a family member to describe—included backgrounds, ethnic heritage, special recipes/habits/savings</p> <p><i>Diary of Anne Frank Play</i> / Jewish & German Culture - Into Lit Unit 6</p> <p>Perspectives of space from various cultures (podcast) and star stories– what various cultures observed about constellations</p> |
| May | <p>Minorities throughout each historical era</p> <p>Highlight/Spotlight of scientists of various ethnicities</p> <p><i>Diary of Anne Frank Play</i> / Jewish & German Culture - Into Lit Unit 6</p> |
| All Year | <p>Science World-various articles through year dealing w/scientific discoveries around world</p> <p>Problem solving using names and places of global interest, description at other cultures, ethnic names</p> <p>Patterns used with geometry from cultures past and present</p> <p>Articles about Japanese, Native American, and Hispanic cultures</p> <p>Short Stories by diverse authors with protagonists who are minorities</p> <p>Multicultural names in math</p> <p>Math story problems</p> <p>Cover Hispanic and Latin American holidays and customs</p> |

Band 5-8

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| Aug.-Feb. | 7th & 8th grade band - Rehearsing multiple pep band pieces with roots in African and Hispanic cultures. |
| All Year | 5th & 6th Grade Band: rehearsed and discussed folk songs from Mexico, China, Korea, Germany, Czechoslovakia, England, The Caribbean, Africa, Brazil, and America 7th & 8th Grade Band: rehearsed and discussed culturally diverse pieces |

MS Technology

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| October- December | <p>Research historical events, culture, issues, etc. preceding birth of students. Create PowerPoint slide and jpeg file to be used in class video about historical time before birth, including their lifetime.</p> <ul style="list-style-type: none"> • View class video as lead in to Personal History Magazine. • Worked on a project presentation where students had to take on another's identity and promote their point of view. |
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Music 6-8

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| All Year | <p>6-8th Grade-Black History Month (Feb.) Sing spirituals and talk about equality etc.</p> <ul style="list-style-type: none"> • 6-Dream Catcher unit at Outdoor Education • 7-Music History unit on different time periods, composers, cultures, etc. <ul style="list-style-type: none"> - 6th Grade Music Styles Unit - learning about styles from all different cultures and time periods • 8-Sing song from composers from a variety of time periods & styles |
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Health & PE 6-8

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| Oct. 22-26 Jan. 21-25 April 7-11 | <p>Multicultural Game Unit 7 & 8 Healthy Living classes the students researched then taught games that originated in different cultures.</p> <p>Multicultural Games-Did unit each trimester</p> |
| October/November | Multicultural game-Sepak Tekraw, we did an overview to discuss origin & rules. |

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| | World Cup Soccer in 2022. Each grade was split into different countries that were involved in the World Cup to enhance interest in the sport. |
| January | Hockey Unit-officially originated in the UK but can be traced back to Egypt, Greece and Iran. |
| February | Lacrosse-Invented by Native Americans who used the game to develop young warriors in preparation for battle. |

Counseling 5-8th

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| August | Outdoor Education-sessions with kids about the Native American Culture |
| Nov/March | Small group activities - Writing assignment that deals with fairness – students put themselves in the place of a student that is from another ethnic background and they have to write about how they would feel |
| All Year | <p>Second Step and Common Sense Media lessons taught throughout the school year address Bullying & Conflict Resolution across cultural boundaries.</p> <p>Talk to students about “Respecting Diversity” - respecting people who look different – different races and ethnic backgrounds.</p> <p>Talk to students about “Peaceful solutions” - Relate what Dr. Martin Luther King did to what students can do in the school to get along with others students - solve issues peacefully.</p> <p>Use 8 Keys of excellence when dealing with discipline, problem solving situations that arise. May talk about terms like Integrity, Speak with good purpose, flexibility, and relate to treating all people fairly regardless of cultural background.</p> |

Art 5-8

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| All Year | <ul style="list-style-type: none"> ● Masterpiece Art History, 5-8th ● Native American basket weaving, 8th ● Individual Research, 7th ● African American Masks, 8th ● Mexican/Latin American -Huichol Yarn Art-, 7th & 8th |
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| | <ul style="list-style-type: none"> • Australian, Japanese printmaking, 8th • Hispanic Heritage sculpture, • Africa, Chinese, Malaysian Batik 7th and 8th |
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| August | Outdoor Ed- Native American culture |
| Feb/March | <p>Read/discuss Touching Spirit Bear, a book about the Indian Tribal Council and its efforts to assist youth living troubled lives.</p> <p>Read/discuss The Man Who Loved Clowns, a book about a girl who loses her parents and who cares for her uncle who has Downs Syndrome.</p> <p>Read/discuss Sparrow Hawk Red, about a young boy who sneaks into Mexico and lives the life of a street rat in an attempt to avenge the death of his mother.</p> <p>Research Martin Luther King Jr.</p> <p>Kenya: talked about culture, customs, flag, history</p> <p>Mexican culture and fiesta</p> <p>Underground Railroad</p> |
| March/April | <p>Slavery as a source of tension and causes for civil war</p> <p>Civil Rights/Black History month Read : Watson go to Birmingham</p> |
| All Year | Mexican culture |

Music 9-12

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| All Year | <p>Mixed and Select Choir - Studying various styles of music from different cultures through sheet music. Incorporating different languages, dance, and texts to explore the music.</p> <p>Pop Music Class-Variou cultures and music studied from 1800 to the present, including influences from African American musicians, European, Native American, and other non western music to gain an understanding of American music and its roots.</p> |
| Term Class | <p>Jazz Choir - Studying various styles of Jazz, improvising, scat singing, beatboxing, a cappella singing and student lead performing.</p> <p>Vocal Performance - Studying various styles of music, small group singing, varied styles of solo singing, and audition for scholarships and competitions</p> <p>Intro to Music Theater - How to put on a musical. Study lights, sound, stage directions, acting, dancing, performing, set/scene design, prop creation, and basic theatrical knowledge.</p> |

Math 9-12

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| August | Immigration data-Who, Why and where. Origin of Euclidean Geometry (Briggs) Studying exchange rates (Blersch) |
| September | Use of linear equations to determine amount each country tunneled of the "Channel" Wrote matrices to show the number of Hispanic CD's, videos, and cassettes shipped to different markets. Irish descent numbers |
| October | Population webquest-Worldwide population trends & data. Factored polynomials to find out the dimensions of a Martin Luther King painting. History of Calculus Project (Royuk) |
| October/March | Tangram, Chinese |
| October/Dec | Kachina dolls and Cartesian graphs |
| November | Rosa parks discussion/Civil Rights |
| November/April | Japanese culture-movies attendance culture |
| December/Jan | Report on a famous mathematician including life history and contribution to mathematics (Blersch) |
| Dec/May | Use "tans" to make geometric shape, identify areas and work with congruent triangles Hopi Indian symbols Used "e" to study air pressure on Mt. Everest (Alg. 2) Russian (and other countries) athletes & performances |
| March | Pi Day Activities/History - Use of "pi" in various cultures throughout the world through history (Royuk). |

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| April | <p>We learned how to play the Jewish game dreidel that children play during Hanukkah</p> <p>Tower of Hanoi puzzle (Royuk - Math Support)</p> <p>Wrote an equation that models a Statuary Hall in Washington D.C. (elliptical)</p> <p>Exploring math uses origins (Alg. 2), Baghdad, Arabic to Latin, connection to computers</p> <p>Discuss (real life) data problems in modern Native American businesses</p> |
| September/February | September/November <1st Quarter of Algebra ABC>- Virtual Bead Loom Activity (Sistek) |

Business

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| November/March | <p>Workplace Readiness-Business Culture Etiquette. Research a foreign country and prepare a Presentation that includes the economic development, customs, and Business Etiquette in that country. (Miller - Intro to Business)</p> <ul style="list-style-type: none"> ● General Business-Global Economics –Students compare custom based economies and planned economics to the United States' economic system. <ul style="list-style-type: none"> ● Economic Timeline of a foreign country's economic system. Students study economic events that changed the economic well being of other cultures for the better or worse. (Miller - Economics) |
| Dec/March | Report on the economy, trade barriers, and business climate of a selected country (Miller-Intro to Business) |
| Each Quarter | Unit on the World Wide Web and how it connects everyone around the world from all different cultures and ethnicities. (Montag - IT Fundamentals) |

Health & PE 9-12

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| Each Quarter | <p>Units on stereotyping, tolerance, diversity, relationships and values. (Health)</p> <ul style="list-style-type: none"> ● Taught the history of golf and where it was started. (Lifetime Sports course) ● We did writing assignments and reviews over the material. ● Reviewed the history and how the game of badminton was started. |
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FCS 9-12

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| All Year | <p>Parenting- Birthing in other cultures (article examined how birth customs change in other cultures)</p> <p>Ethnic Cooking-every day discussed and dealt w/ issues related to different cultures and an awareness for the culture and ethnic background of the Afro-American, Hispanic, Native American, Asian-American and Europeans. Then, studied the cooking of Mexico, the Mediterranean (Italy, Greek, Spanish), British, France, China/Japan. (next year)</p> <p>Nutrition- Studying nutrition in other countries- what do other countries eat? Video—Ethnic Grocery Store; had an ethnic food lab (next year)</p> <p>Baking Cookies from different countries.</p> <p>Baking-Baked yeast breads from countries across the world</p> <p>Culinary-learning different techniques from different countries.</p> |
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Band 9-12

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| All Year | <p>The Symphonic Band and Wind Ensemble perform folk songs from around the world (Africa, Asia, Europe, Latin America). Through performing folk songs, students learn about the history of the world from a multicultural perspective.</p> <p>Jazz is the only pure art form born in America. Jazz Ensemble explores the various forms/styles of Jazz and its African roots. The students also study Latin Jazz, which is a separate form of Jazz.</p> <p>The Marching Band performs a competition field show each fall. Show themes have included: classical, Broadway, pop, Jazz, etc. The selected show theme facilitates the ability to learn the music from an interdisciplinary and multicultural perspective. All ensembles also learn about the composers of pieces we play, and how their culture is reflected in the performance pieces.</p> <p>Instrumental Technique allows students to go deeper into at least one specific piece. Students learn the history of that performance piece. Ukulele class discusses the history and traditions of playing the traditionally Hawaiian instrument. Percussion ensemble teaches culture and history of specific drum types and playing styles from all continents and cultures from those continents.</p> <p>The Music Theory and Electronic Music courses teach about the history, form, and structure of music as the students study pieces by composers of various cultures and historical periods.</p> |
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Science 9-12

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| All Year | <p>“Explorers Activity” (multi cultures)</p> <p>“Science Activity” (multi cultures)</p> <p>“Women of Technology” (multi cultures)</p> <p>20th Century Innovations (multi cultures)</p> <p>Archimedes Principle- (Greek)</p> <p>Atoms- Aristotle/Democritus (Greek) Dalton (British), Avagadro (Italian)</p> <p>Bohr (German), Nagaoka (Japan), Rutherford (New Zealand)</p> |
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| | <p>Nomenclature in science (Greek & Latin)</p> <p>Discuss & text reading of early German Scientists and their discoveries & inventions</p> <p>Einstein- (German)</p> <p>Electricity and Magnetism Act</p> <p>Electricity in Europe and other countries</p> <p>Electronic Communications Pioneers (multi cultures)</p> <p>Energy consumptions (U.S. individuals vs. Chinese individuals)</p> <p>Environmental Ethics (eco/anthro) and impacts on culture</p> <p>Inventors Act. (multi cultures)</p> <p>Joule- (British)</p> <p>Latin names of elements</p> <p>Lavosier (French), Priestly (British)</p> <p>Laws- Newton (English), Coulomb (French)</p> <p>Mendeleev (Russian)</p> <p>Metric History Worksheet, and the countries that first developed it.</p> <p>Atomic Theory and European Scientists that participated</p> <p>Periodic Table, alchemists and Switzerland, Marie Curie (Poland)</p> <p>Tin and Native Americans</p> <p>Organic Chemical from Asian Countries and Serbia</p> <p>Models- Copernicus (Polish)</p> <p>Nicola Tesla History and Video (Serbian)</p> <p>Olympics activity (multi cultures)</p> <p>Pronunciation of lever (Canadian)</p> <p>Roadside safety and variations worldwide</p> <p>SI system- (France)</p> <p>Temperature Scales- Celsius (Swedish), Kelvin (British)</p> <p>Types of radiation (named using Greek alphabet symbols)</p> <p>Watt- (Scottish)</p> <p>Fireworks and Chinese Development</p> <p>Scientist spotlights</p> |
| Oct/Feb | Aspirin and how Greeks and African countries use plants for medicinal purposes |
| Nov/April | <p>Saponification of soap and how early settlers and Irish/English made soap</p> <p>Energy and how Brazilians are using ethanol for everything</p> <p>The German & English role in science discovery and invention of microscopes and microscopic organisms</p> <p>Genetic Traits found in some cultures & societies with higher regularity (Asian & African American)</p> |

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| <p>October & March, end of 1st & 3rd term</p> | <p>12th Grade Arthurian Legend; <i>Don Quixote</i> Cervantes <i>Long Way Down</i> by Jason Reynolds 1920s research on Harlem Renaissance and race relations in America <i>Joy Luck Club</i> and <i>The Best We Could Do</i> excerpts Individual topic selections for English 12 expository research paper represent diverse perspectives</p> |
| <p>Each Quarter</p> | <p>11th Grade English 11 Short excerpts of Greek mythology, social structure of society, and direct instruction in preparation for <i>The Odyssey</i>. Students also write an essay about the qualities of an archetype of a hero based on Greek values, and examine the connection between belief in fate and responsibility in a Seminar format. Short stories and poems are selected from Native American, African American, Jewish American, Chinese American, Indian, Haitian-American, and Iranian authors. In Honors English short readings on Frederick Douglass and Rosa Parks, and by Zora Neale Hurston, Alice Walker, Natasha Trethewey, and Brent Staples(African American), Lensey Namioka, Elizabeth Wong and Amy Tan(Chinese American), Wendy Rose and Black Elk (Native American), and Santha Rama Rau (British/ Indian). Focus was on learning about cultural values, and appreciation for differences among cultures, between past/ modern cultural norms, and the challenges of immigrants. Students read silently, out loud, and in groups. Short writings, targeted questions, large and small group discussions, and quizzes were the primary methods of assessment.</p> |
| <p>1st & 3rd Terms 2nd & 4th Terms</p> | <p>10th Grade: Short Story Unit - Short story unit contains a variety of stories and poems that explore different cultural values, norms, and traditions. <i>Of Mice and Men</i>: Racism and marginalized societies</p> <p><i>Fallen Angels</i>: African American/Asian Americans, racism, and human relations during the Vietnam War <i>Julius Caesar</i>: social structure, societal beliefs, tragic hero qualities Book of Choice unit. Students select a wide variety of texts from varying cultural topics. "Poetry Out Loud" unit with the NE Arts Council Artist/Poet</p> <p>9th Grade: POC and the Great Depression: "Marigolds" "Why I Lied to Everyone in High School About Knowing Karate" - immigrant assimilation and expectation to be extraordinary</p> |

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| | <p>Native American: “St. Lucy’s Home for Girls Raised by Wolves” and Native American boarding schools along with the poem “Sure, You Can Ask Me a Question”</p> <p><i>Night</i>, Elie Wiesel: Holocaust unit, Robert Hadyn’s poem “Winter Sundays” (another indigenous author)</p> <p><i>To Kill a Mockingbird</i>: Discussing Emmitt Till, NAACP’s Antilynching Campaign,</p> <p style="text-align: center;"><i>Repeats because of block schedule</i></p> |
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Social Studies 9-12

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| <p>Sept - Feb</p> | <p>Created magazines analyzing the social, political and economic effects the European powers Imperialistic ambitions had on Africa, Asia and Latin America</p> <p>Describe Atlantic Slave Trade and Why It prospered.</p> <p>Immigration in the late 1800s up to the 1920s</p> <p>Ethnic Neighborhoods (Lecture –Discussion-Worksheets-)</p> <p>(Lecture and Discussion) Korean War</p> <p>Viet Nam</p> <p>Soc- Culture Projects</p> <p>Psych- Historical approaches to psychology</p> <p>Am. Gov - Native American Relations</p> <p>Required Holiday: Patriot Day (9/11), President’s Day (Feb.)</p> |
| <p>Oct & Feb</p> | <p>Pamphlet project looking at major contributions of countries in Africa and the Middle East.</p> <p>Require Holiday: Columbus/Indigenous Peoples’ Day (Oct.)</p> |
| <p>Sept & Jan</p> | <p>Project detailing the major contributions of Latin American culture in the U.S.</p> <p>Summarize the ways Asian Culture has had an effect in the West.</p> <p>Am. Gov.: Constitutional Freedoms</p> <p>Am. Gov: Compare/Contrast Economic/Government systems around the world.</p> <p>Am. Gov: Constitutional Convention Plans</p> <p>History – Evaluating Japanese-American internment.</p> <p>Am. History – History Alive’s “The Holocaust”</p> <p>Civil War Amendments- Lecture-Discussion-Worksheet-Questions</p> |

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| | <p>Transcontinental Railroad –the workers –Asian Americans –European Americans (Lecture –Discussion-Reports-worksheets)</p> <p>World History - Crusades & the Inquisition (Jews, Islam, Catholicism)</p> <p>-Exploration of the Americas (conquest of Aztec, Inca, Maya)</p> <p>Required Holiday: Constitution Day</p> |
| Oct & Feb | <p>Am. Govt. Political socialization of minority groups. Civil Rights movement. Amendments 13, 14, 15 (equal rights amendments)</p> <p>World History - Imperialism</p> <p>Am. History – What does a Freed Slave Do?</p> <p>Am. History – Compare and contrast B.T. Washington and W. E.B. Dubois</p> <p>History – The African American Civil Rights Movement</p> <p>Am. History – LBJ’s Great Society Programs: The war on poverty</p> <p>Am. History – Writing Songs about Vietnam (how the war affected minorities.)</p> <p>American History- Brown v Board of Ed. Amendments 13, 14, & 15. Civil Rights movements. Latin American Rights, American Indian Movement, LGBTQ Movement</p> <p>APHUG- Ethnocentrism vs. Cultural Relativism</p> |
| Nov & March | <p>Am. History – What does it cost to ride free? Rosa Parks/Homer Plessy</p> <p>Am. Govt. – Enlightenment Influences: Am. Govt. from European philo and colonialization</p> <p>World History - Communism in North Korea</p> <p>US History- Americans with Disabilities Act, Modern Feminist Movement, Title IX</p> <p>Required Holiday: Veterans Day (Nov.), Thanksgiving</p> |
| Dec & April | <p>Jazz Age- Louis Armstrong, Sacco and Vanzetti, Harlem Renaissance</p> <p>History – Swedish Farmers immigration activity</p> |
| Dec & May | <p>Am. History – Meet the Progressives including Alice Paul and Marcus Garvey</p> <p>APUSH- Native Americans civilizations before European contact</p> <p>Am. Govt. – Landmark Supreme Court Cases involving minority issues-Dred Scott, Korematsu, Lovings (VA), Homer Plessy, Brown v Board of Ed. Amendments 13, 14, & 15, 16, 19. Civil Rights movements. Latin American Rights, American Indian Movement, LGBTQ Movement</p> <p>World History - project on Genocide (Cambodia, Armenia, Bosnia, Syria, Uyghur, Darfur, Belgian Congo, North Korea, Rwanda, Guatemala, Holodomor, Holocaust, Native American)</p> <p>World History - Apartheid in South Africa and Civil Rights in the USA</p> <p>Am. History – Debating diversity in the 20’s</p> <p>European Americans-Lecture-Discussion –American Series Film</p> <p>American Civil Liberties –Basic Human Rights</p> <p>Civil Rights Marches</p> <p>Discussion and Lecture –Handouts</p> |

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| | <p>Martin Luther King Jr. Day Reports –Film Reconstruction –Civil War Amendments Native Americans in the 19th Century Reform Era-Women’s Rights Significance of the Statue of Liberty African Americans in the 1920s, Harlem Renaissance 1920s (Lecture –film strip discussion) Case of Sacco-Vanzetti US legislation that dealt with immigration</p> <p>Explain the importance of Brown vs. Topeka Board of Ed (Lecture –Discussion-Handout) Great Society-Equal Rights Minority Representation in Congress Required Holiday: Memorial Day</p> |
| Nov & Feb | Am. History – WWII Identifications, heroic effort by women, native Am., Afr. Am, ...etc |
| Feb | (Lecture –Discussion-Worksheets) –Basic Freedoms – Issue of Slavery Reconstruction –Civil Liberties |
| Oct & March | Native Americans in the 19th century |

Art 9-12

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| All Year | 2-D Design: Presentations on work of the student’s choice from a culture other than their own that highlights a principle of art. (End of the quarter project). |
| All Year | All Art classes: Using Images weekly of work from other cultures. Explore how culture influences artistic style, symbolism, materials, and subject matter. Writings, analysis, and critiques used as needed for artwork looked at. |
| All Year | Sculpture & Ceramics and Wheel Thrown Pottery: Cultural research and creating artwork to correspond to that research. Project detailing the major contributions of other cultures ceramics in the U.S. |

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| | <p>Look at actual Native American pottery shards from the Southwest United States. Focus on surface treatment, firing process, and construction techniques.</p> <p>Various videos, used when a substitute is necessary.</p> |
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Agriculture

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| All Year | International agriculture – production practices around the world |
| Beginning of Classes | Barn Quilt Squares – go through history of barn quilt squares (Germans to ward off evil spirits and protect animals in barns; early US for transportation; used in the Underground Railroad) then design and decorate own barn quilt squares as an ice breaker |

Skilled & Technical Sciences

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| All Year | <p>Research the ways different cultures have used wood and other materials in designing and building furniture and structures and the advances of joinery technology through different cultures. Studying the ways that welding technology has been used in different cultures and what welding is to different cultures.</p> <p>Look at ways different cultures have contributed to the design process.</p> |
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Counseling 9-12

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| Individual Interventions | Addressing concerns brought forth by other students and/or staff members concerning prejudice and bias and inappropriate behaviors. |
| Small Groups | Interventions with groups concerning behaviors such as bullying. |
| All year | P.R.I.D.E. PBIS program to explain and model appropriate behaviors. |

004.01G1 District mission:

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

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

AGREEMENT made as of the 9th day of March in the year 2026

BETWEEN the Architect's client identified as the Owner:

Seward County School District 80-0009, c/k/a
Seward Public Schools
410 South St.
Seward, NE 68434
Attn: Dr. Josh Fields, Superintendent
(402) 643-2941
josh.fields@sewardschools.org

and the Architect:

JEO Consulting Group, Inc.
2000 Q St., Suite 500
Lincoln, NE 68503
(402) 435-3080

for the following Project:

School Facilities Improvement Project
Seward Public Schools

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

See Exhibit A – Project Program Statement

§ 1.1.2 The Project's physical characteristics:

See Exhibit A – Project Program Statement

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

A total project budget of approximately Twenty-Five Million Dollars (\$25,000,000), inclusive of all Owner costs, including without limitation permitting, design fees, legal fees, and other so-called soft costs.

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

.1 Design phase milestone dates, if any:

TBD depending on design development

.2 Construction commencement date:

TBD depending on design development

.3 Substantial Completion date or dates:

TBD depending on design development

.4 Other milestone dates:

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

A traditional, competitively bid, design-bid-build project delivery system.

§ 1.1.6 [Intentionally deleted]

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Dr. Josh Fields, Superintendent
Seward Public Schools
410 South St.
Seward, NE 68434
(402) 643-2941
josh.fields@sewardschools.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.)

Owner's Board of Education

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

.1 Geotechnical Engineer:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Bryan Solko, AIA, Senior Project Manager
JEO Consulting Group, Inc.
2000 Q St., Suite 500
Lincoln, NE 68503
(402) 435-3080
bsolko@jeo.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 Structural Engineer

JEO Consulting Group, Inc.
2000 Q St., Suite 500
Lincoln, NE 68503

.2 Mechanical Engineer

Alvine and Associates, Inc., d/b/a Alvine
1201 Cass St.
Omaha, NE 68102

.3 Electrical Engineer

Alvine and Associates, Inc., d/b/a Alvine
1201 Cass St.
Omaha, NE 68102

.4 Civil Engineer

JEO Consulting Group, Inc.
2000 Q St., Suite 500
Lincoln, NE 68503

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

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

The overall Project is anticipated to be completed in three separate phases. The Architect will furnish separate design, bid packages, and construction administration for each phase.

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.1.1 The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions that are not due to unforeseen conditions or latent defects will be promptly corrected by Architect at no additional cost to Owner, provided that such error, conflict, or omission is not based on erroneous information provided to the Architect by the Owner or one of its consultants or subcontractors. Any designs,

drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions that are due to unforeseen conditions or latent defects will be promptly corrected by Architect as an Additional Service.

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

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

§ 2.5 Insurance The Architect shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

§ 2.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

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

§ 2.5.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

§ 2.5.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance

provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 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, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ 2.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 2.5.10 The Architect shall disclose to the Owner in writing any large deductible (at least \$25,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention. The Architect has disclosed to Owner that the Architect's professional liability coverage (as required by section 2.5.6 above) has a deductible in the amount of \$150,000.

§ 2.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect

assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.5.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect's obligations under this Agreement.

§ 2.5.13 All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner'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 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.

§ 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, provided that the Architect is aware of it and notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

§ 3.1.5 The Architect represents that it is familiar with, and experienced in the interpretation of laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as

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

§ 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.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner's written approval of these cost reductions, they will be incorporated into the design development phase.

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

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

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

§ 3.4.4 The Architect shall update the estimate for the 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 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 negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, and except for certain fabrications subject to delegated design in the project specifications approved by the owner (such as, but not necessarily limited to, metal buildings, prefabricated stairs and railings, elevators, fire sprinkler systems, etc.), any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

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

with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall provide written notice to the Owner of a minor change in the Work as soon as practicable after authorizing the minor change. The Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation other than reimbursable expenses outlined in section 11.8, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | Architect (as Basic Services) |
| § 4.1.1.2 Multiple preliminary designs | Not Provided |

| | | |
|------------|--|---|
| § 4.1.1.3 | Measured drawings | Architect (as Basic Services) |
| § 4.1.1.4 | Existing facilities surveys | Architect (as Basic Services) |
| § 4.1.1.5 | Site evaluation and planning | Not Provided |
| § 4.1.1.6 | Building Information Model management responsibilities | Architect as required for documentation and coordination per §§ 3.2, 3.3, 3.4 |
| § 4.1.1.7 | Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 | Civil engineering | Architect (as Basic Services) |
| § 4.1.1.9 | Landscape design | Not Provided |
| § 4.1.1.10 | Architectural interior design | Architect (as Basic Services) |
| § 4.1.1.11 | Value analysis | Not Provided |
| § 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 per § 3.6 Construction Phase Services |
| § 4.1.1.14 | Conformed documents for construction | Not Provided |
| § 4.1.1.15 | As-designed record drawings | Architect (as Basic Services) |
| § 4.1.1.16 | As-constructed record drawings | Architect to specify as provided by Contractor |
| § 4.1.1.17 | Post-occupancy evaluation | Not Provided |
| § 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 Owner's consultants | Optional per § 11.4 and § 11.7 |
| § 4.1.1.21 | Telecommunications/data design | Optional per § 11.4 and § 11.7 |
| § 4.1.1.22 | Security evaluation and planning | Not Provided |
| § 4.1.1.23 | Commissioning | Not Provided |
| § 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 |
| § 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 | Optional per § 11.4 and § 11.7 |
| § 4.1.1.29 | Other services provided by specialty Consultants | Optional per § 11.4 and § 11.7 |
| § 4.1.1.30 | Topographic Survey | Architect as Supplemental Service |

§ 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.)

§ 4.1.1.30 Topographic Survey: The Architect will provide a topographic survey of the required improvement area(s). This survey will include all surface features, ground elevations, and any utilities observed in the field or marked by Nebraska 811 (does not include private locates). The nearest boundary and right-of-way lines will be depicted as accurately as possible, excluding property pins and survey plat.

§ 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.)

§ 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 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 Additional Services until the Architect receives the Owner's written authorization.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall 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. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

§ 5.4 The Architect will furnish a topographic survey as a Supplemental Service stated in sections 4.1.1.30 and 4.1.2.1

§ 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.

§ 5.7 [Intentionally deleted]

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

§ 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, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

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

performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

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

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

§ 5.13 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.

§ 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.

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect as part of the Basic Services, 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, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include 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 Cost of the Work to meet the Owner's budget. The Architect's estimate of the 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, 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 estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 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 or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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, the Architect's services for modifying the Construction Documents shall be without additional compensation.

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 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 nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

§ 7.4 Except 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.

§ 7.6 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, photographs, or any other material relating to the Project other than the Architect's forms, detail, specifications and other instruments of service without the express written permission of the Owner. The Architect may use photos of the completed Project on its Website, provided that they do not include students or

employees of the Owner.

§ 7.7 Notwithstanding anything stated in this Article 7 to the contrary, the Architect hereby grants to the Owner an unlimited and perpetual license, without reservation, to use all Instruments of Service in connection with the Owner's facilities, sites, and property, including without limitation any management, maintenance, repair, renovation, operations, service, replacement, improvement, remodeling, expansion, demolition, and any other activities rising from or related to the Owner's facilities, sites, and property.

ARTICLE 8 CLAIMS AND DISPUTES

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the internal laws of the State of Nebraska without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement or the Project must be brought solely and exclusively in a trial court for the county in which the Project is located; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction,

improper venue, or *forum non conveniens*.

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

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

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

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

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

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

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

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

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

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

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

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

§ 10.13 Indemnification

§ 10.13.1 Indemnification by Architect for Non-Professional Acts. To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Non-Professional Indemnity Claims"), provided that any such Non-Professional Indemnity Claim arises from conduct other than professional services and is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the reckless or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.2 Indemnification by Architect for Professional Act. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with the negligent acts of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, in the performance of professional services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.2.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.2 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.3 The indemnification obligations under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum

A lump sum fee in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00)

.2 Percentage Basis

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

§ 4.1.1.30 Boundary and Topographic Survey: \$38,350.00

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

See § 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect only without any additional mark-up.

§ 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 | ten percent (10 %) |
| Design Development Phase | twenty percent (20 %) |
| Construction Documents Phase | forty percent (40 %) |
| Competitive Bidding Phase | five percent (5 %) |
| Construction Phase | twenty-five percent (25 %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

§ 11.6 [Intionally deleted]

§ 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.

See Exhibit B – Architect’s Hourly Rate Schedule

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 [Intentionally deleted];
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 [Intentionally deleted]
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 [Intentionally deleted]; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

§ 11.9 [Intentionally deleted]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payment

An initial payment of zero dollars (\$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.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.10.2.2 [Intentionally deleted]

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, together with all written modifications, represents the entire and integrated agreement between the Owner and the Architect concerning the subject matter herein and 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, as amended;
 - .2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended;
- and

- .3 Exhibit A – Project Program Statement
- .4 Exhibit B – Architect’s Hourly Rate Schedule

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

OWNER *(Signature)*

BY: Dr. Josh Fields, Superintendent
(Printed name and title)



ARCHITECT *(Signature)*

BY: Corey Brodersen, AIA, Principal-in-Charge
(Printed name, title, and license number if required)

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 09:05:35 CST on 03/04/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 9th day of March in the year 2026

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

(Name, legal status, address and other information)

Seward County School District 80-0009, c/k/a

Seward Public Schools

410 South St.

Seward, NE 68434

Attn: Dr. Josh Fields, Superintendent

(402) 643-2941

josh.fields@sewardschools.org

(Name, legal status, address and other information)

JEO Consulting Group, Inc.

2000 Q St., Suite 500

Lincoln, NE 68503

(402) 435-3080

(Name, location and detailed description)

School Facilities Improvement Project

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

See Exhibit A – Project Program Statement

(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.)

See Exhibit A – Project Program Statement

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

PAGE 3

A total project budget of approximately Twenty-Five Million Dollars (\$25,000,000), inclusive of all Owner costs, including without limitation permitting, design fees, legal fees, and other so-called soft costs.

TBD depending on design development

TBD depending on design development

TBD depending on design development

§ 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.)

A traditional, competitively bid, design-bid-build project delivery system.

§ 1.1.6 [Intentionally deleted]

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

Dr. Josh Fields, Superintendent

Seward Public Schools

410 South St.

Seward, NE 68434

(402) 643-2941

josh.fields@sewardschools.org

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Owner's Board of Education

~~.2~~ Civil Engineer:

~~.3~~ Other, if any:

— (List any other consultants and contractors retained by the Owner.)

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

Bryan Solko, AIA, Senior Project Manager

JEO Consulting Group, Inc.

2000 Q St., Suite 500

Lincoln, NE 68503

(402) 435-3080

bsolko@jeo.com

~~.1~~ Structural Engineer:

.1 Structural Engineer

JEO Consulting Group, Inc.

2000 Q St., Suite 500

Lincoln, NE 68503

~~.2~~ Mechanical Engineer:

~~.3~~ Electrical Engineer:

Alvine and Associates, Inc., d/b/a Alvine

1201 Cass St.

Omaha, NE 68102

.3 Electrical Engineer

Alvine and Associates, Inc., d/b/a Alvine

1201 Cass St.

Omaha, NE 68102

.4 Civil Engineer

JEO Consulting Group, Inc.

2000 Q St., Suite 500

Lincoln, NE 68503

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

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

§ 2.1.1 The Architect will endeavor to provide designs, Construction Documents, and Services that shall conform to all federal, state, and local statutes and regulations governing its Services, the Project, and the Work. The Architect agrees and acknowledges that this duty is non-delegable—and that the Architect, by signing drawings or preparing Construction Documents to submit for purposes of obtaining building and other governmental permits, shall be deemed to have performed reasonable care as defined in paragraph 2.2 to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the Architect's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations, including but not limited to those that relate to hazardous materials, restrictions on development of wetlands, and accessibility for the physically challenged.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors,

conflicts or omissions that are not due to unforeseen conditions or latent defects will be promptly corrected by Architect at no additional cost to Owner, provided that such error, conflict, or omission is not based on erroneous information provided to the Architect by the Owner or one of its consultants or subcontractors. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions that are due to unforeseen conditions or latent defects will be promptly corrected by Architect as an Additional Service.

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

§ 2.5 Insurance The Architect shall ~~purchase and 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~~ types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. Unless a different duration is stated below, the Architect shall maintain the required insurance for at least five (5) years after the later occurrence of either the Date of Substantial Completion of the Project or the date on which the Architect last furnishes services to the Owner arising from or related to the Project.

§ 2.5.1 Commercial General Liability insurance written on an occurrence form with policy limits of not less than - ~~(\$) for One Million Dollars (\$1,000,000) each occurrence, and (\$) in the aggregate for bodily injury and property damage~~ Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of injury to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Architect's obligations under this Agreement.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident ~~The Architect's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same~~

§ 2.5.2 Automobile Liability insurance covering vehicles owned by the Architect and hired and non-owned vehicles used by the Architect, its employees, and agents with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 2.5.2, along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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

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

§ 2.5.5 Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars (\$4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars (\$5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 2.5.1, 2.5.2, and 2.5.4 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. On behalf of itself and its commercial umbrella/excess liability insurer, the Architect waives subrogation in favor of the Owner; and further the Architect shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$ Five Million Dollars (\$5,000,000) per claim and (\$) in the aggregate~~ Five Million Dollars (\$5,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of substantial completion, whichever is later.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability, including without limitation the insurance required by sections 2.5.1, 2.5.2, and 2.5.5, 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Architect's services, work, or conduct. The Architect shall require all of its consultants, if any, to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the consultant's Commercial General Liability and Automobile Liability coverage.

To be clear, the Architect shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section 2.5.6, particularly to the extent that such policy(ies) include any so-called "insured-versus-insured" exclusion.

§ 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 at the following times: (1) prior to commencement of the services; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Owner's acceptance of the Architect's certificate(s) of insurance does not relieve any of the Architect's responsibilities under the Agreement and shall not constitute a waiver of the Architect's obligation to provide insurance as required by this Agreement. The Owner has the right to receive copies of any of the Architect's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

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 structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
§ 2.5.9 The Architect (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Architect's insurance. Within three (3) business days of the date the Architect becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 2.5, the Architect shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Architect, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Architect. The furnishing of notice by the Architect shall not relieve the Architect of any contractual obligation to provide any required coverage.

§ 2.5.10 The Architect shall disclose to the Owner in writing any large deductible (at least \$25,000) or self-insured retentions applicable to any insurance required to be provided by the Architect, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right, but not necessarily the obligation, to require a proper form of collateral for any such large deductible or self-insured retention. The Architect has disclosed to Owner that the Architect's professional liability coverage (as required by section 2.5.6 above) has a deductible in the amount of \$150,000.

§ 2.5.11 The Architect agrees to require its consultants, if any, to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree in writing to modify these requirements for those consultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its consultants to advise Architect promptly of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise Owner of any such notices Architect receives from its consultants. The Architect agrees that it will contractually obligate its consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in this Agreement. The Architect assumes all responsibility for monitoring its consultant's insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

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§ 2.5.12 Among other grounds to withhold payment, the Architect's failure to fully comply with all insurance requirements in this Section 2.5 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Architect. The Owner has the right, but not necessarily the obligation, to declare the Architect's failure to fully comply with the insurance requirements in this Section 2.5 a material breach of the Architect's obligations under this Agreement.

§ 2.5.13 All of the coverage limits stated in this Section 2.5 are minimum insurance limits and shall not be construed in any way to limit the liability of the Architect.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.4 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, provided that the Architect is aware of it and notifies the Owner of its disapproval prior to or within a reasonable amount of time after the directive or substitution.

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

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section ~~6.3~~ 6.3. If the adjusted preliminary estimate of Construction Cost at this phase exceeds the preliminary construction cost budget previously established, Architect shall recommend to Owner items of possible cost reduction to the scope of the Project to bring it within such budget. The Owner may choose to adopt a new budget at this time, but this shall be done in writing. After Owner’s written approval of these cost reductions, they

will be incorporated into the design development phase.

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

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~~§ 3.5.2.3~~ If the Bidding 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 bidders.

~~§ 3.5.3~~ Negotiated Proposals

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

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

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

~~§ 3.5.3.3~~ If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~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, General Conditions of the Contract for Construction, ~~if the as amended by Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend, unless otherwise provided in this Agreement.~~ Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.

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

~~§ 3.6.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.3,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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~~§ 3.6.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents. If the

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

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

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

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§ 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~~ Nothing in this Agreement 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 construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, and except for certain fabrications subject to delegated design in the project specifications approved by the owner (such as, but not necessarily limited to, metal buildings, prefabricated stairs and railings, elevators, fire sprinkler systems, etc.), any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation other than reimbursable expenses outlined in section 11.8, conduct a meeting with the Owner to review the facility operations and performance.

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

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| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | <u>Architect (as Basic Services)</u> |
| § 4.1.1.2 Multiple preliminary designs | <u>Not Provided</u> |
| § 4.1.1.3 Measured drawings | <u>Architect (as Basic Services)</u> |
| § 4.1.1.4 Existing facilities surveys | <u>Architect (as Basic Services)</u> |
| § 4.1.1.5 Site evaluation and planning | <u>Not Provided</u> |
| § 4.1.1.6 Building Information Model management responsibilities | <u>Architect as required for documentation and coordination per §§ 3.2, 3.3, 3.4</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 Services)</u> |
| § 4.1.1.9 Landscape design | <u>Not Provided</u> |
| § 4.1.1.10 Architectural interior design | <u>Architect (as Basic Services)</u> |
| § 4.1.1.11 Value analysis | <u>Not Provided</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 per § 3.6 Construction Phase Services</u> |
| § 4.1.1.14 Conformed documents for construction | <u>Not Provided</u> |
| § 4.1.1.15 As-designed record drawings | <u>Architect (as Basic Services)</u> |
| § 4.1.1.16 As-constructed record drawings | <u>Architect to specify as provided by Contractor</u> |
| § 4.1.1.17 Post-occupancy evaluation | <u>Not Provided</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 consultants | <u>Optional per § 11.4 and § 11.7</u> |
| § 4.1.1.21 Telecommunications/data design | <u>Optional per § 11.4 and § 11.7</u> |
| § 4.1.1.22 Security evaluation and planning | <u>Not Provided</u> |
| § 4.1.1.23 Commissioning | <u>Not Provided</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>Optional per § 11.4 and § 11.7</u> |
| § 4.1.1.29 | Other services provided by specialty Consultants | <u>Optional per § 11.4 and § 11.7</u> |
| § 4.1.1.30 | Other Supplemental Services Topographic Survey | <u>Architect as Supplemental Service</u> |
| | | |

§ 4.1.1.30 Topographic Survey: The Architect will provide a topographic survey of the required improvement area(s). This survey will include all surface features, ground elevations, and any utilities observed in the field or marked by Nebraska 811 (does not include private locates). The nearest boundary and right-of-way lines will be depicted as accurately as possible, excluding property pins and survey plat.

~~§ 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.

§ 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 that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- ~~.4~~ Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.5~~ Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- ~~.11~~ Assistance to the Initial Decision Maker, if other than the Architect.

§ 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.

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- ~~.1~~ Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

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

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

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

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

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

.

~~§ 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 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. Notwithstanding anything to the contrary contained in this Agreement, Owner’s review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect’s responsibilities hereunder with respect to such documents.~~

~~§ 5.4 The Architect will furnish a topographic survey as a Supplemental Service stated in sections 4.1.1.30 and 4.1.2.1~~

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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. [Intentionally deleted]~~

~~§ 5.8 The Owner Architect 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. Services and those of its Consultants with services provided by the Owner.~~

§ 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, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may 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 Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect as part of the Basic Services, 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, or evaluation, prepared or agreed to by the Architect.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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.~~

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ARTICLE 8 — CLAIMS AND DISPUTES

~~§ 8.1 General~~

~~§ 8.1.1~~ **§ 7.6** The 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. maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, photographs,~~

or any other material relating to the Project other than the Architect's forms, detail, specifications and other instruments of service without the express written permission of the Owner. The Architect may use photos of the completed Project on its Website, provided that they do not include students or employees of the Owner.

~~§ 8.1.2~~ To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. ~~7~~ Notwithstanding anything stated in this Article 7 to the contrary, the Architect hereby grants to the Owner an unlimited and perpetual license, without reservation, to use all Instruments of Service in connection with the Owner's facilities, sites, and property, including without limitation any management, maintenance, repair, renovation, operations, service, replacement, improvement, remodeling, expansion, demolition, and any other activities rising from or related to the Owner's facilities, sites, and property.

~~§ 8.1.3~~ ARTICLE 8 CLAIMS AND DISPUTES

~~§ 8.1~~ The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Architect and Owner.

~~§ 8.2~~ Mediation

~~§ 8.2.1~~ Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. ~~Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration.~~

ARTICLE 9 TERMINATION OR SUSPENSION

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

~~§ 9.2.2~~ 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. Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

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

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

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

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

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

~~(Check the appropriate box.)~~

- ~~Arbitration pursuant to Section 8.3 of this Agreement~~
- ~~Litigation in a court of competent jurisdiction~~
- ~~Other: (Specify)~~

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

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have seven (7) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within seven (7) days after its date of transmittal The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the internal laws of the State of Nebraska without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement or the Project must be brought solely and exclusively in a trial court for the county in which the Project is located; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to the Contract, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

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

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

§ 10.3.2 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. 4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.3.3 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. 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.

§ 10.3.4 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). 6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were knowingly brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

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

10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

~~§ 10.48~~ The provisions of this Article-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.

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ARTICLE 9 — TERMINATION OR SUSPENSION

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted**§ 10.8.1** The receiving party may disclose “confidential” or “business proprietary” information when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute between the parties. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

~~§ 10.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted**10** The Architect shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Architect employs or contracts with any Subcontractor or Consultant in connection with this Agreement, the Architect shall include a provision in the contract requiring the Subcontractor or Consultant to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

~~§ 10.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination**11** The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner’s contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

~~§ 10.512~~ The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without causeArchitect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the

performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

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

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

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

~~1~~ Termination Fee:

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

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

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

ARTICLE 10 — MISCELLANEOUS PROVISIONS

~~§ 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.

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~~§ 10.2~~ Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction **13 Indemnification**

§ 10.13.1 Indemnification by Architect for Non-Professional Acts. To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Architect's services, the Architect's performance hereunder, and/or the Architect's conduct at or related to the Project or the Owner's property (hereinafter "Non-Professional Indemnity Claims"), provided that any such Non-Professional Indemnity Claim arises from conduct other than professional services and is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the reckless or negligent acts or omissions of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.1.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.1 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.2 Indemnification by Architect for Professional Act. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with the negligent acts of the Architect, its agents, its consultant(s), or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, in the performance of professional services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 10.13.2.

Notwithstanding the foregoing, the Architect's obligations in this Section 10.13.2 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 10.13.3 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. Indemnification obligations under this Section 10.13 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Architect, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

§ 10.6 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. 16 The Architect and all Subcontractors or Consultants, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 10.7 17 The Architect shall have acknowledges that the right to 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. Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.~~

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

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

~~§ 10.8~~ § 10.19 The Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. 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. shall not knowingly design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

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~~§ 10.920~~ § 10.920 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. Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Corey E. Brodersen, AIA, Principal-in-Charge, and Bryan Solko, AIA, Senior Project Manager. The Architect shall not make substantial changes to this appointed Project Team without the written approval of the Owner. Should circumstances beyond the control of the Architect compel changes to this Project Team, the Architect shall submit the credentials of the Architect's proposed replacement Project Team member(s) for the Owner's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the Owner's rights to terminate this Agreement, as provided for herein, due to a change in Project Team composition. Termination by the Owner as a result of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

~~—(Insert amount)~~

A lump sum fee in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00)

~~—(Insert percentage value)~~

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

N/A

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

§ 4.1.1.30 Boundary and Topographic Survey: \$38,350.00

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

See § 11.7.

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

~~(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

only without any additional mark-up.

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| | |
|--|---|
| Schematic Design Phase | <u>ten</u> percent (<u>10</u> %) |
| Design Development Phase | <u>twenty</u> percent (<u>20</u> %) |
| Construction Documents Phase | <u>forty</u> percent (<u>40</u> %) |
| Procurement Competitive Bidding Phase | <u>five</u> percent (<u>5</u> %) |
| Construction Phase | <u>twenty-five</u> percent (<u>25</u> %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

~~§ 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. [Intionally deleted]~~

~~§ 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.

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

See Exhibit B – Architect’s Hourly Rate Schedule

- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner~~[Intentionally deleted];
- .8 ~~If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;~~[Intentionally deleted]
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective~~[Intentionally deleted]; and,

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (-0%) of the expenses incurred.

§ 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.)

§ 11.9 [Intentionally deleted]

§ 11.10.1 Initial PaymentsPayment

An initial payment of ~~(\$ zero dollars (\$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 Progress Payments

§ 11.10.2 Progress Payments

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

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

~~%~~

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding thirty (30) days following the Architect's presentation to the Owner of the Architect's invoice, provided that such invoice is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect's invoice is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.~~

~~§ 11.10.2.2 [Intentionally deleted]~~

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

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

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

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

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

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

~~.2 Building Information Modeling Exhibit, if completed:~~

~~.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.)~~

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

, as amended:

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended;
and

.3 Exhibit A – Project Program Statement

.4 Exhibit B – Architect’s Hourly Rate Schedule

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

Variable Information

PAGE 1

AGREEMENT made as of the 9th day of March in the year 2026

PAGE 5

None at this time

The overall Project is anticipated to be completed in three separate phases. The Architect will furnish separate design, bid packages, and construction administration for each phase.

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| | |
|--|---|
| Schematic Design Phase | <u>ten</u> percent (<u>10</u> %) |
| Design Development Phase | <u>twenty</u> percent (<u>20</u> %) |
| Construction Documents Phase | <u>forty</u> percent (<u>40</u> %) |
| Procurement <u>Competitive Bidding</u> Phase | <u>five</u> percent (<u>5</u> %) |
| Construction Phase | <u>twenty-five</u> percent (<u>25</u> %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:35 CST on 03/04/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

OWNER'S LEGAL COUNSEL

(Title)

MARCH 4, 2026

(Dated)

Seward Public Schools Facility Improvements - Program Statement

March 9, 2026

| Code | Description | SF |
|-------------------------------------|-------------|----|
| PROJECT #1: HVAC REPLACEMENT | | |

| | | |
|----|------------------------------|----|
| HS | Add Cooling to Auxiliary Gym | NA |
| ES | Add Cooling to Gym | NA |

| | | |
|--|--|--|
| PROJECT #2: SPORTS COMPLEX & SITE | | |
|--|--|--|

| | | |
|----|-------------------------------|--------|
| HS | Parking Expansion - South Lot | 30,000 |
| HS | Parking Expansion - North Lot | 25,000 |
| HS | Front Entry Site Improvements | NA |
| HS | Sports Stadium Complex | NA |
| HS | Track Throwing Improvements | NA |
| MS | MS Practice Track & Field | NA |

| | | |
|---|--|--|
| PROJECT #3: HIGH SCHOOL & ELEMENTARY ADDITIONS & RENOVATIONS | | |
|---|--|--|

| | | |
|----|---|-------|
| HS | New Administration Office & Secure Vestibule | 1,950 |
| HS | Add Shop HVAC Ventilation & Cooling | NA |
| HS | Woods & Metal Shop Door Replacements | NA |
| HS | Science Lab Additions | 5,800 |
| HS | Stormshelter | 2,900 |
| HS | North Section Commons Renovation | 2,150 |
| HS | Life Skills & SPED Improvements | 940 |
| HS | CTE & CNA Lab Renovations | 3,460 |
| HS | Vocal Music Room Improvements | 2,600 |
| HS | Weight Room Expansion | 1,175 |
| HS | Relocate Art Room | 1,390 |
| HS | Training / Recovery Upgrades | NA |
| HS | Ag Lab Addition | 1,500 |
| HS | Visitor Locker Room Improvements | 2,200 |
| HS | Home Locker Room Improvements | NA |
| HS | HVAC Replacement at 1995 Classrooms | NA |
| HS | Chilled water system improvements | NA |
| ES | New Administration Office & Secure Vestibule | 3,050 |
| ES | Classroom Addition | 4,000 |
| ES | Stormshelter | 2,750 |
| ES | Add Security Cameras | NA |
| ES | 8 Restroom ADA & Finish upgrades | 2,000 |
| ES | HVAC Replacement at 1998 Classrooms | NA |
| ES | Replace electrical main switchboard | NA |
| ES | Miscellaneous electrical repairs and upgrades | NA |

**JEO CONSULTING GROUP, INC.
HOURLY RATE SCHEDULE
EFFECTIVE JANUARY 1, 2026**

| | | | |
|-----------------------------------|----------|---|----------|
| Principals: | \$200.00 | - | \$365.00 |
| Senior Project Managers: | \$205.00 | - | \$365.00 |
| Project Managers: | \$150.00 | - | \$285.00 |
| Principal Engineers: | \$300.00 | - | \$335.00 |
| Senior Project Engineers: | \$175.00 | - | \$280.00 |
| Project Engineers/Architects: | \$140.00 | - | \$205.00 |
| Project Engineers (EI): | \$120.00 | - | \$195.00 |
| Senior Designers: | \$185.00 | - | \$300.00 |
| Designers: | \$180.00 | - | \$205.00 |
| Surveyors: | \$155.00 | - | \$165.00 |
| Technicians: | \$100.00 | - | \$175.00 |
| Community Engagement Specialists: | \$150.00 | - | \$175.00 |
| Field Construction Inspectors: | \$115.00 | - | \$210.00 |
| Environmental Scientists: | \$125.00 | - | \$195.00 |
| Planners: | \$130.00 | - | \$165.00 |
| Project Coordinators: | \$105.00 | - | \$155.00 |
| Administrative Assistants: | \$90.00 | - | \$135.00 |

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Board of Education Regular Meeting Template

School District of Seward

410 South Street

Seward, NE 68434

Monday, February 9, 2026 5:30 PM

Attendance Taken at 5:30 PM.

Paul Duer: Present
Matt Hastings: Present
Jill Hochstein: Present
Ryne Seaman: Present
Danielle Shipley: Present
Shawn Svoboda: Present

1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

The public notice was posted at city hall, library and courthouse. The public notice was dated February 4, 2026.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

1.4. Pledge of Allegiance

1.5. **1.5 Mission** Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.

1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Shawn Svoboda and a second by Danielle Shipley.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

Christy Schegg thanked the board and administration for all their work on the bond.

2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none,

3. Discussion Items

3.1. Bond Update

The last Q and A session was held the end of January. Posts we have done as a district on the following days to vote- 10, 8, 6, 4, 2, and the last day to vote. Thanks to Amanda for all of her help in those posts. We have surpassed the number of voters at this time for our middle school bond. Win or lose, Dr. Fields thanked the board, administrators, and staff for all the work that has gone into this bond issue over the last years.

3.2. Committee on American Civics

This is our first of two meetings of the year required by state statute. Dr. Dominy updated the board on American Civics.

3.3. Update on Retention and Recruitment of Teachers

Dr. Dominy and Dr. Fields discussed our retention and recruitment strategy along with an update on the numbers at the state level.

4. Reports

4.1. Administrator Reports

Written reports were received from the administrators.

4.2. Student Board Report

Cardyn Goracke presented his report to the board.

4.3. Superintendent's Report

Dr. Fields gave a Legislative Update on important bills and what is happening in our unicameral. NASB Legislative Update - LB 384 (Storer) was passed by the Legislature on a unanimous 49-0 vote. The bill changes requirements if any political subdivision seeks to increase its property tax request by more than the allowable growth percentage. The bill requires that at least one voting member of each participating political subdivision attend the joint public hearing. The bill also requires that the county assessor attend the hearing. NDE Literacy Initiative

- **Board Quicks link - February 2026 e-update**

5. Action Items

5.1. SPS Teaching Contract Paige Perry

Motion to approve the teaching contract for Paige Perry for the 2026-2027 school year Passed with a motion by Jill Hochstein and a second by Shawn Svoboda.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

5.2. SPS Teaching Contract to Allie McIntyre

Motion to approve the teaching contract for Allie McIntyre for the 2026-2027 school year. Passed with a motion by Matt Hastings and a second by Shawn Svoboda.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

5.3. Staff Resignation

Motion to accept the resignation of Nate Stepp at the end of the 2025-2026 school year Passed with a motion by Danielle Shipley and a second by Jill Hochstein.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

6. Future Agenda Items

Bond

7. Consent Agenda

7.1. Approval of Minutes

7.2. Approval of Financial Reports

7.2.1. Treasurer

7.2.2. Budget

7.2.3. Activities

7.2.4. Athletic

7.3. Approval of Claims

7.3.1. General Fund - \$1,713,626.68

7.3.2. Special Building Fund - \$15,057.26

7.3.3. Gifts & Donations Fund - \$687.24

7.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Shawn Svoboda and a second by Matt Hastings.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8. Adjournment

Motion to adjourn the meeting at 6:42 PM with the next regular board meeting scheduled for Monday, March 9th at 5:30 PM Passed with a motion by Matt Hastings and a second by Shawn Svoboda.

Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

Prepared by:

Jill Hochstein

Heidi Covert

Secretary

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED FEBRUARY 28, 2026**

GENERAL FUND (ACCOUNT NUMBER 100-172/60042926)

| | | |
|--|------------|---------------------|
| Bank Balance | | 2,045,711.37 |
| Seward County Treasurer--Local Taxes | 439,766.13 | |
| Butler County Treasurer--Local Taxes | 128,063.27 | |
| Seward Hot Lunch--Reimbursement | 108,571.69 | |
| Ron Robotham--GMC Truck | 6,500.00 | |
| Cattle Bank--Interest | 15,557.26 | |
| SHS--1st Semester Officials | 1,542.68 | |
| SPS Vote Yes--Rental | 150.00 | |
| Seward Wrestling Club--Rental | 340.00 | |
| St. John's--Transportation | 800.00 | |
| ESU 6--Stipends | 688.96 | |
| Concordia University--Dual Credit Courses | 4,320.00 | |
| Milford Public Schools--MS Wrestling Coach | 1,606.33 | |
| Kali Codr--4Q Preschool Pymt | 250.00 | |
| City of Seward--Licenses | 45.00 | |
| State of Nebraska--State Aid | 244,537.00 | |
| State of Nebraska--SPED SA/Title II 6310 | 395,754.00 | |
| State of Nebraska--MIPS | 1,559.52 | |
| State of Nebraska--Sixpence/MIPS | 64,219.52 | |
| State of Nebraska--6200/6412/6408 | 153,409.00 | |
| State of Nebraska--IDEA 6406 | 9,778.00 | |
| Jones Bank - Interest | 534.72 | |
| | | <u>1,577,993.08</u> |
| | | 3,623,704.45 |
| Disbursements for the Month ----- | | 1,738,087.41 |
| Bank Balance----- | | 1,885,617.04 |
| Less Outstanding Checks ----- | | <u>197,880.69</u> |
| Available Balance ----- | | <u>1,687,736.35</u> |

GENERAL FUND MONEY MARKET (ACCOUNT NUMBER 60037340)

| | | |
|---|--|---------------------|
| Beginning Balance ----- | | 1,041,700.69 |
| Transfer to General Fund for Cash Flow Purposes ----- | | 0.00 |
| Transfer from General Fund----- | | 0.00 |
| Interest ----- | | <u>1,868.21</u> |
| Bank Balance ----- | | <u>1,043,568.90</u> |

GENERAL RESERVE FUND (ACCOUNT NUMBER 461-170)

| | | |
|---|--|---------------------|
| Beginning Balance ----- | | 1,164,315.93 |
| Transfer to General Fund for Cash Flow Purposes ----- | | 0.00 |
| Interest ----- | | <u>1,808.04</u> |
| Bank Balance ----- | | <u>1,166,123.97</u> |

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED FEBRUARY 28, 2026**

| | |
|--|-------------------|
| CD #45932 CNB--Interest Rate: 3.69%--Maturity Date 4/28/2026 | 1,500,000.00 |
| CD #49732-CB-Interest Rate: 3.91%--Maturity Date 3/24/2026 | <u>700,771.44</u> |
| | 2,200,771.44 |

TOTAL IN GENERAL RESERVE FUND 3,366,895.41

DEPRECIATION FUND (ACCOUNT NUMBER 154--006)

| | |
|---------------------------------|-------------------|
| Beginning Account Balance ----- | 163,434.61 |
| Deposit: Cattle Bank----- | 5,554.11 |
| Disbursements: ----- | 0.00 |
| Interest----- | 309.02 |
| Bank Balance ----- | <u>169,297.74</u> |

| | |
|---|-------------------|
| CD#49403--CB--3.66% DATE DUE 5/04/2026----- | 545,150.76 |
| CD#49733-CB--3.91% DATE DUE 3/24/2026----- | <u>300,000.00</u> |

TOTAL CD'S 845,150.76

TOTAL IN DEPRECIATION FUND ACCOUNTS 1,014,448.50

SPECIAL BUILDING FUND (ACCOUNT NUMBER 10-074-9)

| | |
|---|-------------------|
| Beginning Balance ----- | 126,741.34 |
| Deposits: Seward County Treasurer--Local Taxes----- | 8,985.66 |
| Butler County Treasurer--Local Taxes----- | 4,012.47 |
| Disbursements ----- | 0.00 |
| Interest----- | 41.03 |
| Bank Balance ----- | <u>139,780.50</u> |

SPECIAL BUILDING FUND MONEY MARKET(ACCOUNT NUMBER 810304)

| | |
|---|-------------------|
| Beginning Balance ----- | 276,901.45 |
| Interest----- | <u>496.15</u> |
| Transfer to Special Building Fund 100749----- | 0.00 |
| Bank Balance ----- | <u>277,397.60</u> |

TOTAL IN SPECIAL BUILDING FUND ACCOUNTS 417,178.10

UNEMPLOYMENT FUND ACCOUNT (ACCT # 473-633)

| | |
|-------------------------|------------------|
| Beginning Balance ----- | 21,081.64 |
| Interest ----- | 10.28 |
| Disbursements ----- | 0.00 |
| Bank Balance ----- | <u>21,091.92</u> |

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED FEBRUARY 28, 2026**

GIFTS AND DONATIONS (ACCT # 162036)

| | |
|-------------------------|------------------|
| Beginning Balance ----- | 27,934.70 |
| Interest ----- | 18.02 |
| Deposit: ----- | 1,429.60 |
| Disbursements ----- | <u>687.24</u> |
| Bank Balance ----- | <u>28,695.08</u> |

QUALITY CAPITAL PURPOSE UNDERTAKING FUND (ACCT #640-822)

| | |
|---|-----------------|
| Beginning Balance ----- | 1,141.47 |
| Seward County Treasurer & Butler County Treasurer --Local Taxes ----- | 0.23 |
| Interest ----- | 0.15 |
| Disbursements ----- | <u>0.00</u> |
| Bank Balance ----- | <u>1,141.85</u> |

BOARD REVOLVING FUND (ACCOUNT NUMBER 159-913)

| | |
|-------------------------|------------------|
| Beginning Balance ----- | 16,802.96 |
| Interest ----- | 5.89 |
| Disbursements ----- | <u>0.00</u> |
| Deposit: SPS ----- | <u>0.00</u> |
| Bank Balance ----- | <u>16,808.85</u> |

HOT LUNCH FUND (ACCOUNT # 10 353 5)

| | |
|----------------------------|-------------------|
| Beginning Balance ----- | 252,228.91 |
| Interest ----- | 66.95 |
| State of NE Payments ----- | 25,347.66 |
| Other Receipts ----- | 66,091.63 |
| Disbursements ----- | 108,616.46 |
| Bank Balance ----- | 235,118.69 |
| Amount Due District ----- | <u>88,906.01</u> |
| Available Balance ----- | <u>146,212.68</u> |

HOT LUNCH FUND MONEY MARKET (ACCOUNT #810312)

| | |
|---|-------------------|
| Beginning Balance ----- | 312,236.91 |
| Interest ----- | 559.46 |
| Transfer from Hot Lunch Acct 103535 ----- | 0.00 |
| Available Balance ----- | <u>312,796.37</u> |

TOTAL IN HOT LUNCH FUND ACCOUNTS 459,009.05

**SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED FEBRUARY 28, 2026**

STUDENT FEE FUND (ACCOUNT #668-157)

| | |
|-------------------------|-----------------|
| Beginning Balance ----- | 1,291.26 |
| Receipts: ----- | 0.00 |
| Interest ----- | 0.00 |
| Disbursements----- | <u>0.00</u> |
| Bank Balance ----- | <u>1,291.26</u> |

BOND FUND (ACCOUNT #60000586)

| | |
|--|-------------------|
| Beginning Balance----- | 448,869.96 |
| Seward County Treasurer - Local Taxes----- | 50,833.28 |
| Butler County Treasurer - Local Taxes----- | 8,544.64 |
| Deposit - Jones----- | 0.00 |
| Interest----- | 919.26 |
| Disbursements----- | <u>0.00</u> |
| Bank Balance ----- | <u>509,167.14</u> |

CD#70003865--JNB RATE OF 3.90% DATE DUE 5/25/2026----- 232,164.68

TOTAL IN BOND FUND ACCOUNT 741,331.82

Heidi Covert, Treasurer

**BUDGET PRINTOUT
RECAPITULATION
FEBRUARY 28, 2026**

RECEIPTS PORTION OF THE 2025-2026 BUDGET

| | AMOUNT BUDGETED | AMOUNT RECEIVED | AMOUNT REMAINING | % RECEIVED TO DATE |
|----------------|--------------------|--------------------|---------------------|-----------------------|
| RECEIPTS | 23,905,000.00 | 8,783,107.64 | 15,121,892.36 | 36.74% |
| HOT LUNCH | | <u>544,154.32</u> | | |
| TOTAL RECEIPTS | | 9,327,261.96 | 14,577,738.04 | |

EXPENDITURES PORTION OF THE 2025-2026 BUDGET

| CATEGORY | BUDGET | SPENT | REMAINING | % EXPENDED |
|-----------------|---------------|---------------|---------------|------------|
| REG INSTRUCTION | 11,600,000.00 | 5,332,719.03 | 6,267,280.97 | 45.97% |
| SPECIAL ED | 3,300,000.00 | 1,544,550.74 | 1,755,449.26 | 46.80% |
| SS--PUPILS | 1,575,000.00 | 616,154.77 | 958,845.23 | 39.12% |
| SS-INSTRUCTION | 700,000.00 | 309,247.61 | 390,752.39 | 44.18% |
| GENERAL ADM | 510,000.00 | 248,738.74 | 261,261.26 | 48.77% |
| PRIN ADMIN | 1,425,000.00 | 636,059.52 | 788,940.48 | 44.64% |
| GEN BUSINESS | 355,000.00 | 146,572.99 | 208,427.01 | 41.29% |
| OPER/MAINT | 2,380,000.00 | 1,088,288.37 | 1,291,711.63 | 45.73% |
| TRANSPORTATION | 1,200,000.00 | 526,108.00 | 673,892.00 | 43.84% |
| FOUNDATION | 0.00 | 5,375.00 | -5,375.00 | 0.00% |
| TRANSFERS | 50,000.00 | 7,153.89 | 42,846.11 | 14.31% |
| GEN FUND TOTALS | 23,095,000.00 | 10,460,968.66 | 12,634,031.34 | 45.30% |
| FEDERAL FUNDS | 810,000.00 | 323,346.78 | 486,653.22 | 39.92% |
| SIXPENCE | | 89,760.84 | | |
| GRAND TOTAL | 23,905,000.00 | 10,874,076.28 | 13,030,923.72 | 45.49% |
| HOT LUNCH | 1,419,479.00 | 563,722.12 | | |
| TOTAL | 25,324,479.00 | 11,437,798.40 | | |

Seward Elementary
 Activities Account Report
 As of February 28, 2026

| Line Item: | Date: | Number: | Name: | Receipts: | Debits: | Balance: |
|--|---------|---------|--------------------------------|------------|----------|--------------------|
| Total of All Line Items Included: Beginning Balance: | | | | | | \$13,112.87 |
| Activities Account Beginning Balance: (Not including Library balance.) | | | | | | \$9,977.56 |
| | 2/10/26 | 2443 | McGill-Nurse's office supplies | | \$83.52 | \$9,894.04 |
| | 2/17/26 | 2446 | Walmart-supplies | | \$316.15 | \$9,577.89 |
| | 2/20/26 | 2449 | Johnson-After School Club | | \$38.91 | \$9,538.98 |
| | 2/20/26 | 2447 | Collings-After School Club | | \$70.07 | \$9,468.91 |
| | 2/24/26 | 2448 | McGill-Nurse's office supplies | | \$24.64 | \$9,444.27 |
| | 2/27/26 | | Digital Solutions Deposit | \$1,000.00 | | \$10,444.27 |
| | 2/27/26 | | Interest | \$2.98 | | \$10,447.25 |

Total Of Activities Account: Ending Balance: \$10,447.25

Lunch Donation: (Money set aside within the activities account for lunch donations.)
 (Not to be added to the total again.) \$682.72

Compounded Interest included in the total balance: \$2.98 total = \$513.84

Seward Middle School
Balance Sheet Standard
 As of February 28, 2026

Feb 28, '26

ASSETS

| | |
|------------------------|------------------|
| Current Assets | |
| Checking/Savings | |
| 5th Grade | 40.00 |
| Skills USA | 216.31 |
| Gaming | 408.33 |
| Special Olympics | 678.47 |
| FCCLA | 1,287.92 |
| Book Fair | 806.70 |
| Art | 177.10 |
| PTO | 19,076.25 |
| Buttons/Posters | 3,596.44 |
| Music | 3,520.30 |
| Athletics | 32,787.31 |
| Band | 97.57 |
| Builders Club | 1,907.31 |
| Bully Response Team | 746.93 |
| Social Fund | 479.00 |
| FCS | 0.16 |
| Industrial Tech | 512.87 |
| Interest | 1,224.91 |
| Library | 1,743.55 |
| Milk | 0.94 |
| MS Computer | 153.10 |
| Outdoor Ed | 13,776.43 |
| PE | 404.34 |
| Sales Tax | 7.61 |
| Student Council | 1,703.81 |
| Wellness | 462.50 |
| Yearbook | 8,111.19 |
| Total Checking/Savings | <u>93,927.35</u> |
| Total Current Assets | <u>93,927.35</u> |
| TOTAL ASSETS | <u>93,927.35</u> |

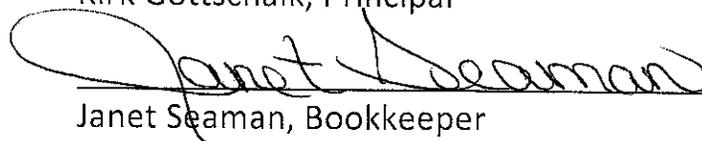
LIABILITIES & EQUITY

| | |
|----------------------------|------------------|
| Equity | |
| Opening Bal Equity | 93,927.35 |
| Total Equity | <u>93,927.35</u> |
| TOTAL LIABILITIES & EQU... | <u>93,927.35</u> |



Kirk Gottschalk, Principal

Page 1



Janet Seaman, Bookkeeper

Seward Middle School
Balance Sheet Detail
 As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Clr | Split | Debit | Credit | Balance |
|------------------------|----------|-------|----------------------|-------------------|-----|-------|----------|----------|-----------|
| ASSETS | | | | | | | | | |
| Current Assets | | | | | | | | | 82,307.04 |
| Checking/Savings | | | | | | | | | 82,307.04 |
| 5th Grade | | | | | | | | | 40.00 |
| Total 5th Grade | | | | | | | | | 40.00 |
| Skills USA | | | | | | | | | 696.31 |
| General Journal | 02/03/26 | 10799 | SkillsUSA Nebraska | Extra Curr Fees | | | | 420.00 | 276.31 |
| General Journal | 02/06/26 | 10803 | SkillsUSA Nebraska | Extra Curr Fees | | | | 60.00 | 216.31 |
| Total Skills USA | | | | | | | 0.00 | 480.00 | 216.31 |
| Gaming | | | | | | | | | 408.33 |
| Total Gaming | | | | | | | | | 408.33 |
| Special Olympics | | | | | | | | | 678.47 |
| Total Special Olympics | | | | | | | | | 678.47 |
| Posters | | | | | | | | | 0.00 |
| Total Posters | | | | | | | | | 0.00 |
| FCCLA | | | | | | | | | 1,287.92 |
| Total FCCLA | | | | | | | | | 1,287.92 |
| Book Fair | | | | | | | | | 850.78 |
| General Journal | 02/25/26 | | Scholastic Book Fair | 2026 Fair | | | 3,352.49 | | 4,203.27 |
| General Journal | 02/25/26 | 10825 | Scholastic Book Fair | 2026 Book Fair | | | | 3,396.57 | 806.70 |
| Total Book Fair | | | | | | | 3,352.49 | 3,396.57 | 806.70 |
| Art | | | | | | | | | 177.10 |
| Total Art | | | | | | | | | 177.10 |
| PTO | | | | | | | | | 20,737.25 |
| General Journal | 02/10/26 | | | Donation | | | 20.00 | | 20,757.25 |
| General Journal | 02/11/26 | | | Walking Taco | | | 15.00 | | 20,772.25 |
| General Journal | 02/17/26 | | | Donation for C... | | | 304.00 | | 21,076.25 |
| Funds Transfer | 02/24/26 | | | | | | | 2,000.00 | 19,076.25 |
| Total PTO | | | | | | | 339.00 | 2,000.00 | 19,076.25 |

Seward Middle School
Balance Sheet Detail
 As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Clr | Split | Debit | Credit | Balance |
|------------------------------|----------|-------|--------------------------|------------------|-----|-------------------|-----------------|---------------|-----------------|
| Buttons/Posters | | | | | | | | | |
| General Journal | 02/06/26 | 10805 | Hot Lunch | Food | | Opening Bal Eq... | | 103.56 | 3,716.45 |
| General Journal | 02/10/26 | 10813 | Cynthia Toovey | Supplies | | Opening Bal Eq... | | 96.45 | 3,612.89 |
| General Journal | 02/10/26 | | | | | Opening Bal Eq... | 15.00 | | 3,516.44 |
| General Journal | 02/11/26 | | | Supplies | | Opening Bal Eq... | 5.00 | | 3,531.44 |
| General Journal | 02/17/26 | | | Supplies | | Opening Bal Eq... | 60.00 | | 3,536.44 |
| Total Buttons/Posters | | | | | | | 80.00 | 200.01 | 3,596.44 |
| Music | | | | | | | | | |
| General Journal | 02/12/26 | | | Musical shirts | | Opening Bal Eq... | 1,220.00 | | 2,300.30 |
| Total Music | | | | | | | 1,220.00 | 0.00 | 3,520.30 |
| Athletics | | | | | | | | | |
| General Journal | 02/02/26 | 10791 | Andrew Brosius | Offical | | Opening Bal Eq... | | 110.00 | 24,693.30 |
| General Journal | 02/02/26 | 10792 | Taylor Wyatt | Offical | | Opening Bal Eq... | | 110.00 | 24,583.30 |
| General Journal | 02/03/26 | 10793 | Andrew Brosius | Offical | | Opening Bal Eq... | | 110.00 | 24,473.30 |
| General Journal | 02/03/26 | 10794 | Justin Hartman | Offical | | Opening Bal Eq... | | 110.00 | 24,363.30 |
| General Journal | 02/03/26 | 10795 | Ryan Kratochvil | Offical | | Opening Bal Eq... | | 100.00 | 24,253.30 |
| General Journal | 02/03/26 | 10796 | Wyatt Schoepf | Offical | | Opening Bal Eq... | | 100.00 | 24,153.30 |
| General Journal | 02/03/26 | 10797 | Valentino's | Food P/T Conf | | Opening Bal Eq... | | 280.00 | 24,053.30 |
| General Journal | 02/05/26 | 10801 | Mike Williams | Offical | | Opening Bal Eq... | | 130.00 | 23,773.30 |
| General Journal | 02/05/26 | 10802 | Andrew Brosius | Offical | | Opening Bal Eq... | | 110.00 | 23,643.30 |
| General Journal | 02/06/26 | | | Entry fees/Conc | | Opening Bal Eq... | 3,253.00 | | 23,533.30 |
| General Journal | 02/09/26 | 10806 | Brevin Damrow | Offical | | Opening Bal Eq... | | 175.00 | 26,786.30 |
| General Journal | 02/09/26 | 10807 | Ryan Kratochvil | Offical | | Opening Bal Eq... | | 175.00 | 26,611.30 |
| General Journal | 02/09/26 | 10808 | Wyatt Schoepf | Offical | | Opening Bal Eq... | | 175.00 | 26,436.30 |
| General Journal | 02/09/26 | 10809 | Chesterman Co | Concession | | Opening Bal Eq... | | 211.12 | 26,261.30 |
| General Journal | 02/09/26 | 10810 | Valentino's | Food P/T Conf | | Opening Bal Eq... | | 140.00 | 26,050.18 |
| General Journal | 02/10/26 | 10811 | Andrew Brosius | Offical | | Opening Bal Eq... | | 120.00 | 25,910.18 |
| General Journal | 02/10/26 | 10812 | Justin Hartman | Offical | | Opening Bal Eq... | | 120.00 | 25,790.18 |
| General Journal | 02/10/26 | 10814 | FloSports | Extra Curr Fees | | Opening Bal Eq... | | 85.00 | 25,670.18 |
| General Journal | 02/10/26 | | | | | Opening Bal Eq... | 400.00 | | 25,585.18 |
| General Journal | 02/11/26 | 10815 | Crete Middle School | Extra Curr Fees | | Opening Bal Eq... | | 100.00 | 25,985.18 |
| General Journal | 02/11/26 | 10816 | David City Public School | Extra Curr Fees | | Opening Bal Eq... | | 100.00 | 25,885.18 |
| General Journal | 02/11/26 | | | Gate/Concessi... | | Opening Bal Eq... | 3,382.00 | | 25,785.18 |
| General Journal | 02/12/26 | 10817 | Cash-Wa Distributing | Concession | | Opening Bal Eq... | | 1,148.37 | 29,167.18 |
| General Journal | 02/12/26 | | | Extra Curr Fees | | Opening Bal Eq... | 100.00 | | 28,018.81 |
| General Journal | 02/17/26 | 10818 | Andrew Brosius | Offical | | Opening Bal Eq... | | 110.00 | 28,118.81 |
| General Journal | 02/17/26 | 10819 | Taylor Wyatt | Offical | | Opening Bal Eq... | | 110.00 | 28,008.81 |
| General Journal | 02/17/26 | 10820 | FloSports | Extra Curr Fees | | Opening Bal Eq... | | 80.00 | 27,898.81 |
| General Journal | 02/17/26 | | | Gate/Conc/Ext... | | Opening Bal Eq... | 1,408.50 | | 27,818.81 |
| General Journal | 02/23/26 | 10822 | Dennis Johnson | Offical | | Opening Bal Eq... | | 160.00 | 29,227.31 |

Seward Middle School
Balance Sheet Detail
As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Clr | Split | Debit | Credit | Balance |
|---------------------------|----------|-------|----------------|------------------|-----|-------------------|-----------|----------|-----------|
| General Journal | 02/24/26 | | | Extra Curr Fees | | Opening Bal Eq... | 380.00 | | 29,447.31 |
| General Journal | 02/24/26 | 10823 | Andrew Brosius | Official | | Opening Bal Eq... | | 130.00 | 29,317.31 |
| General Journal | 02/24/26 | 10824 | Dennis Johnson | Official | | Opening Bal Eq... | | 130.00 | 29,187.31 |
| General Journal | 02/25/26 | | | Gate/Concessi... | | Opening Bal Eq... | 600.00 | | 29,787.31 |
| General Journal | 02/27/26 | | | Gate/Concessi... | | Opening Bal Eq... | 3,000.00 | | 32,787.31 |
| Total Athletics | | | | | | | 12,523.50 | 4,429.49 | 32,787.31 |
| Band | | | | | | | | | 199.36 |
| General Journal | 02/03/26 | 10800 | Dietze Music | Supplies | | Opening Bal Eq... | | 181.79 | 17.57 |
| General Journal | 02/10/26 | | | Supplies | | Opening Bal Eq... | 30.00 | | 47.57 |
| General Journal | 02/27/26 | | | Supplies | | Opening Bal Eq... | 50.00 | | 97.57 |
| Total Band | | | | | | | 80.00 | 181.79 | 97.57 |
| Builders Club | | | | | | | | | 2,026.46 |
| General Journal | 02/06/26 | 10804 | Sarah Tuttle | Supplies | | Opening Bal Eq... | | 119.15 | 1,907.31 |
| Total Builders Club | | | | | | | 0.00 | 119.15 | 1,907.31 |
| Bully Response Team | | | | | | | | | 746.98 |
| Total Bully Response Team | | | | | | | | | 746.98 |
| Social Fund | | | | | | | | | 539.00 |
| General Journal | 02/03/26 | 10798 | Culligan Water | Supplies | | Opening Bal Eq... | | 60.00 | 479.00 |
| Total Social Fund | | | | | | | 0.00 | 60.00 | 479.00 |
| FCS | | | | | | | | | 0.16 |
| Total FCS | | | | | | | | | 0.16 |
| Industrial Tech | | | | | | | | | 512.87 |
| Total Industrial Tech | | | | | | | | | 512.87 |
| Interest | | | | | | | | | 1,197.57 |
| General Journal | 02/28/26 | | | | | Opening Bal Eq... | 27.34 | | 1,224.91 |
| Total Interest | | | | | | | 27.34 | 0.00 | 1,224.91 |
| Jay Mart | | | | | | | | | 0.00 |
| Total Jay Mart | | | | | | | | | 0.00 |
| Library | | | | | | | | | 1,743.55 |

Seward Middle School
Balance Sheet Detail
 As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Clr | Split | Debit | Credit | Balance |
|------------------------|----------|-------|--------------|-------------------|-----|-------|-----------|-----------|-----------|
| Total Library | | | | | | | | | 1,743.55 |
| Milk | | | | | | | | | 0.94 |
| Total Milk | | | | | | | | | 0.94 |
| MS Computer | | | | | | | | | 153.10 |
| Total MS Computer | | | | | | | | | 153.10 |
| Outdoor Ed | | | | | | | | | 11,776.43 |
| Funds Transfer | 02/24/26 | | | Donation for C... | PTO | | 2,000.00 | | 13,776.43 |
| Total Outdoor Ed | | | | | | | 2,000.00 | 0.00 | 13,776.43 |
| PE | | | | | | | | | 404.34 |
| Total PE | | | | | | | | | 404.34 |
| Project Citizen | | | | | | | | | 0.00 |
| Total Project Citizen | | | | | | | | | 0.00 |
| Sales Tax | | | | | | | | | 7.61 |
| Total Sales Tax | | | | | | | | | 7.61 |
| Student Council | | | | | | | | | 2,038.82 |
| General Journal | 02/18/26 | 10821 | Lizzy Gannon | Equipment | | | | 335.01 | 1,703.81 |
| Total Student Council | | | | | | | 0.00 | 335.01 | 1,703.81 |
| Wellness | | | | | | | | | 462.50 |
| Total Wellness | | | | | | | | | 462.50 |
| Yearbook | | | | | | | | | 4,911.19 |
| General Journal | 02/24/26 | | | 2026 order | | | 2,040.00 | | 6,951.19 |
| General Journal | 02/27/26 | | | 2026 order | | | 1,160.00 | | 8,111.19 |
| Total Yearbook | | | | | | | 3,200.00 | 0.00 | 8,111.19 |
| Total Checking/Savings | | | | | | | 22,822.33 | 11,202.02 | 93,927.35 |
| Accounts Receivable | | | | | | | | | 0.00 |
| Accounts Receivable | | | | | | | | | 0.00 |

Seward Middle School
Balance Sheet Detail
 As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Clr | Split | Debit | Credit | Balance |
|-----------------------------------|------|-----|------|------|-----|-------|-----------|-----------|-----------|
| Total Accounts Receivable | | | | | | | | | |
| Total Accounts Receivable | | | | | | | | | 0.00 |
| Other Current Assets | | | | | | | | | |
| Other Current Assets | | | | | | | | | 0.00 |
| Undeposited Funds | | | | | | | | | 0.00 |
| Total Undeposited Funds | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Total Other Current Assets | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Total Current Assets | | | | | | | | | |
| | | | | | | | 22,822.33 | 11,202.02 | 93,927.35 |
| Fixed Assets | | | | | | | | | |
| Total Fixed Assets | | | | | | | | | 0.00 |
| Other Assets | | | | | | | | | |
| Total Other Assets | | | | | | | | | 0.00 |
| TOTAL ASSETS | | | | | | | | | |
| | | | | | | | 22,822.33 | 11,202.02 | 93,927.35 |
| LIABILITIES & EQUITY | | | | | | | | | |
| Liabilities | | | | | | | | | |
| Current Liabilities | | | | | | | | | |
| Accounts Payable | | | | | | | | | 0.00 |
| Accounts Payable | | | | | | | | | 0.00 |
| Accounts Payable | | | | | | | | | 0.00 |
| Total Accounts Payable | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Total Accounts Payable | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Credit Cards | | | | | | | | | |
| Total Credit Cards | | | | | | | | | 0.00 |
| Other Current Liabilities | | | | | | | | | |
| Sales Tax Payable | | | | | | | | | 0.00 |
| Sales Tax Payable | | | | | | | | | 0.00 |
| Total Sales Tax Payable | | | | | | | | | |
| | | | | | | | | | 0.00 |

Seward Middle School
Balance Sheet Detail
 As of February 28, 2026

03/04/26

| Type | Date | Num | Name | Memo | Cir | Split | Debit | Credit | Balance |
|--|----------|-------|--------------------------|-----------------|-----|-----------------|----------|----------|-----------|
| Total Other Current Liabilities | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Total Current Liabilities | | | | | | | | | |
| Long Term Liabilities | | | | | | | | | |
| Total Long Term Liabilities | | | | | | | | | |
| | | | | | | | | | 0.00 |
| Total Liabilities | | | | | | | | | |
| Equity | | | | | | | | | |
| Opening Bal Equity | | | | | | | | | |
| General Journal | 02/02/26 | 10791 | Andrew Brosius | Offical | X | Athletics | | | 82,307.04 |
| General Journal | 02/02/26 | 10792 | Taylor Wyatt | Offical | X | Athletics | 110.00 | | 82,307.04 |
| General Journal | 02/03/26 | 10793 | Andrew Brosius | Offical | X | Athletics | 110.00 | | 82,197.04 |
| General Journal | 02/03/26 | 10794 | Justin Hartman | Offical | X | Athletics | 110.00 | | 82,087.04 |
| General Journal | 02/03/26 | 10795 | Ryan Kratochvil | Offical | X | Athletics | 100.00 | | 81,977.04 |
| General Journal | 02/03/26 | 10796 | Wyatt Schoepf | Offical | X | Athletics | 100.00 | | 81,867.04 |
| General Journal | 02/03/26 | 10797 | Valentino's | Concession | X | Athletics | 280.00 | | 81,767.04 |
| General Journal | 02/03/26 | 10798 | Culligan Water | Supplies | X | Social Fund | 60.00 | | 81,667.04 |
| General Journal | 02/03/26 | 10799 | SkillsUSA Nebraska | Extra Curr Fees | X | Skills USA | 420.00 | | 81,387.04 |
| General Journal | 02/03/26 | 10800 | Dietze Music | Supplies | X | Band | 181.79 | | 81,327.04 |
| General Journal | 02/05/26 | 10801 | Mike Williams | Offical | X | Athletics | 130.00 | | 80,725.25 |
| General Journal | 02/05/26 | 10802 | Andrew Brosius | Offical | X | Athletics | 110.00 | | 80,595.25 |
| General Journal | 02/06/26 | 10803 | SkillsUSA Nebraska | Entry fees/Conc | X | Athletics | | 3,253.00 | 80,485.25 |
| General Journal | 02/06/26 | 10804 | Sarah Tuttle | Extra Curr Fees | X | Skills USA | 60.00 | | 83,738.25 |
| General Journal | 02/06/26 | 10805 | Hot Lunch | Supplies | X | Builders Club | 119.15 | | 83,678.25 |
| General Journal | 02/06/26 | 10806 | Brevin Damrow | Food | X | Buttons/Posters | 103.56 | | 83,559.10 |
| General Journal | 02/09/26 | 10807 | Ryan Kratochvil | Offical | X | Athletics | 175.00 | | 83,455.54 |
| General Journal | 02/09/26 | 10808 | Wyatt Schoepf | Offical | X | Athletics | 175.00 | | 83,280.54 |
| General Journal | 02/09/26 | 10809 | Chesterman Co | Concession | X | Athletics | 211.12 | | 83,105.54 |
| General Journal | 02/09/26 | 10810 | Valentino's | Concession | X | Athletics | 140.00 | | 82,930.54 |
| General Journal | 02/10/26 | 10811 | Andrew Brosius | Offical | X | Athletics | 120.00 | | 82,719.42 |
| General Journal | 02/10/26 | 10812 | Justin Hartman | Offical | X | Athletics | 120.00 | | 82,579.42 |
| General Journal | 02/10/26 | 10813 | Cynthia Toovey | Supplies | X | Buttons/Posters | 96.45 | | 82,459.42 |
| General Journal | 02/10/26 | 10814 | FloSports | Extra Curr Fees | X | Athletics | 85.00 | | 82,339.42 |
| General Journal | 02/10/26 | | | | X | -SPLIT- | | 465.00 | 82,242.97 |
| General Journal | 02/11/26 | 10815 | Crete Middle School | Extra Curr Fees | X | Athletics | 100.00 | | 82,157.97 |
| General Journal | 02/11/26 | 10816 | David City Public School | Extra Curr Fees | X | Athletics | 100.00 | | 82,622.97 |
| General Journal | 02/11/26 | | | | X | -SPLIT- | | 3,402.00 | 82,522.97 |
| General Journal | 02/12/26 | 10817 | Cash-Wa Distributing | Concession | X | Athletics | 1,148.37 | | 82,422.97 |
| General Journal | | | | | X | Athletics | | | 85,824.97 |
| General Journal | | | | | X | Athletics | | | 84,676.60 |

Seward Middle School
Balance Sheet Detail
As of February 28, 2026

03/04/26

| Type | Date | Nun | Name | Memo | Cir | Split | Debit | Credit | Balance |
|----------------------------|----------|-------|----------------------|-----------------|-----|-----------------|----------|-----------|-----------|
| General Journal | 02/12/26 | | | | X | -SPLIT- | | 1,320.00 | 85,996.60 |
| General Journal | 02/17/26 | 10818 | Andrew Brosius | Official | X | Athletics | 110.00 | | 85,886.60 |
| General Journal | 02/17/26 | 10819 | Taylor Wyatt | Official | X | Athletics | 110.00 | | 85,776.60 |
| General Journal | 02/17/26 | 10820 | FloSports | Extra Curr Fees | X | Athletics | 80.00 | | 85,696.60 |
| General Journal | 02/17/26 | | | | X | -SPLIT- | | 1,772.50 | 87,469.10 |
| General Journal | 02/18/26 | 10821 | Lizzy Gannon | Equipment | X | Student Council | 935.01 | | 87,134.09 |
| General Journal | 02/23/26 | 10822 | Dennis Johnson | Official | X | Athletics | 160.00 | | 86,974.09 |
| General Journal | 02/24/26 | | | | X | -SPLIT- | | 2,420.00 | 89,394.09 |
| General Journal | 02/24/26 | 10823 | Andrew Brosius | Official | X | Athletics | 130.00 | | 89,264.09 |
| General Journal | 02/24/26 | 10824 | Dennis Johnson | Official | X | Athletics | 130.00 | | 89,134.09 |
| General Journal | 02/25/26 | | | | X | -SPLIT- | | 3,952.49 | 93,086.58 |
| General Journal | 02/25/26 | 10825 | Scholastic Book Fair | 2026 Book Fair | X | Book Fair | 3,396.57 | | 89,690.01 |
| General Journal | 02/27/26 | | | | X | -SPLIT- | | 4,210.00 | 93,900.01 |
| General Journal | 02/28/26 | | | | X | Interest | 27.34 | | 93,927.35 |
| Total Opening Bal Equity | | | | | | | 9,202.02 | 20,822.33 | 93,927.35 |
| Retained Earnings | | | | | | | | | 0.00 |
| Total Retained Earnings | | | | | | | | | 0.00 |
| Net Income | | | | | | | | | 0.00 |
| Total Net Income | | | | | | | | | 0.00 |
| Total Equity | | | | | | | 9,202.02 | 20,822.33 | 93,927.35 |
| TOTAL LIABILITIES & EQUITY | | | | | | | 9,202.02 | 20,822.33 | 93,927.35 |

SEWARD HIGH SCHOOL

General Ledger Report

Financial Report

From Date: 2/1/2026
To Date: 02/28/2026

From Acct: 1
To Acct: 999999

Activity Accounts

| Acct | Account Name | Beg. Bal. | Recpt / JV | Disb / JV | Transfers | End. Bal. | YTD Payables | Work Bal |
|------|-----------------------|-------------|------------|--------------|-----------|-------------|--------------|-------------|
| 100 | DUAL CREDIT CLASSES | \$8,278.15 | \$0.00 | \$0.00 | \$0.00 | \$8,278.15 | \$0.00 | \$8,278.15 |
| 105 | ALTERNATIVE SCHOOL | \$268.84 | \$0.00 | \$0.00 | \$0.00 | \$268.84 | \$0.00 | \$268.84 |
| 110 | ACT CLASS | \$379.96 | \$0.00 | \$0.00 | \$0.00 | \$379.96 | \$0.00 | \$379.96 |
| 115 | HONOR SOCIETY | \$46.99 | \$350.00 | \$(385.00) | \$0.00 | \$11.99 | \$0.00 | \$11.99 |
| 120 | ALUMNI ASSOCIATION | \$738.03 | \$0.00 | \$0.00 | \$0.00 | \$738.03 | \$0.00 | \$738.03 |
| 125 | GUIDANCE | \$1,810.58 | \$0.00 | \$0.00 | \$0.00 | \$1,810.58 | \$0.00 | \$1,810.58 |
| 126 | AMBASSADORS | \$407.09 | \$0.00 | \$0.00 | \$0.00 | \$407.09 | \$0.00 | \$407.09 |
| 127 | AP EXAMS | \$5,379.50 | \$0.00 | \$0.00 | \$0.00 | \$5,379.50 | \$0.00 | \$5,379.50 |
| 130 | CAREER ACADEMY | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 135 | BOWLING | \$1,812.58 | \$0.00 | \$0.00 | \$0.00 | \$1,812.58 | \$0.00 | \$1,812.58 |
| 137 | UNIFIED BOWLING | \$1,376.95 | \$300.00 | \$0.00 | \$0.00 | \$1,676.95 | \$0.00 | \$1,676.95 |
| 140 | FOOTBALL | \$11,263.49 | \$200.00 | \$0.00 | \$0.00 | \$11,463.49 | \$0.00 | \$11,463.49 |
| 142 | FOOTBALL-UNIFORMS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 144 | GIRLS WRESTLING | \$1,079.24 | \$0.00 | \$(1,000.00) | \$0.00 | \$79.24 | \$0.00 | \$79.24 |
| 145 | WRESTLING | \$2,571.06 | \$0.00 | \$(1,240.00) | \$0.00 | \$1,331.06 | \$0.00 | \$1,331.06 |
| 147 | X-COUNTRY | \$1,537.40 | \$200.00 | \$0.00 | \$0.00 | \$1,737.40 | \$0.00 | \$1,737.40 |
| 148 | UNIFIED TRACK | \$12.00 | \$0.00 | \$0.00 | \$0.00 | \$12.00 | \$0.00 | \$12.00 |
| 149 | TRACK | \$1,425.83 | \$600.00 | \$0.00 | \$0.00 | \$2,025.83 | \$0.00 | \$2,025.83 |
| 150 | GIRLS BB CAMP | \$5,389.14 | \$0.00 | \$(150.00) | \$0.00 | \$5,239.14 | \$0.00 | \$5,239.14 |
| 155 | BOYS BB CAMP | \$3,568.91 | \$0.00 | \$(150.00) | \$0.00 | \$3,418.91 | \$0.00 | \$3,418.91 |
| 160 | BOYS SOCCER | \$1,794.48 | \$600.00 | \$0.00 | \$0.00 | \$2,394.48 | \$0.00 | \$2,394.48 |
| 165 | GIRLS SOCCER | \$438.78 | \$200.00 | \$0.00 | \$0.00 | \$638.78 | \$0.00 | \$638.78 |
| 170 | SOFTBALL | \$10,938.51 | \$248.00 | \$0.00 | \$0.00 | \$11,186.51 | \$0.00 | \$11,186.51 |
| 175 | VOLLEYBALL | \$1,641.13 | \$0.00 | \$(1,120.00) | \$0.00 | \$521.13 | \$0.00 | \$521.13 |
| 180 | VIDEO ACCOUNT | \$3,607.63 | \$0.00 | \$0.00 | \$0.00 | \$3,607.63 | \$0.00 | \$3,607.63 |
| 185 | BASEBALL | \$16,674.52 | \$200.00 | \$0.00 | \$0.00 | \$16,874.52 | \$0.00 | \$16,874.52 |
| 190 | GIRLS GOLF | \$800.29 | \$200.00 | \$0.00 | \$0.00 | \$1,000.29 | \$0.00 | \$1,000.29 |
| 195 | BOYS GOLF | \$1,147.35 | \$200.00 | \$0.00 | \$0.00 | \$1,347.35 | \$0.00 | \$1,347.35 |
| 198 | POWERLIFTING | \$230.60 | \$0.00 | \$0.00 | \$0.00 | \$230.60 | \$0.00 | \$230.60 |
| 200 | SMUTNY SCHOLARSHIP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 220 | COKE SCHOLARSHIPS | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| 225 | ACADEMIC CONTESTS | \$1,953.40 | \$0.00 | \$(175.00) | \$0.00 | \$1,778.40 | \$0.00 | \$1,778.40 |
| 230 | SCIP | \$342.50 | \$0.00 | \$0.00 | \$0.00 | \$342.50 | \$0.00 | \$342.50 |
| 240 | THORELL SCHOLARSHIPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 250 | PEPSI SCHOLARSHIPS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 260 | SCHOLARSHIP ACCT. | \$140.00 | \$0.00 | \$0.00 | \$0.00 | \$140.00 | \$0.00 | \$140.00 |
| 270 | BOWMASTER SCHOLARSHIP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 275 | CONCESSIONS | \$11,994.19 | \$6,653.25 | \$(2,837.78) | \$0.00 | \$15,809.66 | \$0.00 | \$15,809.66 |
| 300 | Teacher Pop Fund | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 310 | VENDING SALES | \$7,445.40 | \$1,529.92 | \$(1,215.94) | \$0.00 | \$7,759.38 | \$0.00 | \$7,759.38 |
| 315 | DLC ACCOUNT | \$25.81 | \$0.00 | \$0.00 | \$0.00 | \$25.81 | \$0.00 | \$25.81 |
| 330 | DRIVER EDUCATION | \$(15.00) | \$0.00 | \$0.00 | \$0.00 | \$(15.00) | \$0.00 | \$(15.00) |
| 400 | FBLA | \$3,323.47 | \$1,855.00 | \$(1,890.38) | \$0.00 | \$3,288.09 | \$0.00 | \$3,288.09 |
| 410 | FFA | \$27,825.07 | \$200.00 | \$(386.71) | \$0.00 | \$27,638.36 | \$0.00 | \$27,638.36 |
| 415 | FCS LAB FEES | \$10,092.87 | \$0.00 | \$0.00 | \$0.00 | \$10,092.87 | \$0.00 | \$10,092.87 |
| 418 | DISTRICT 2 FCCLA | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 420 | FCCLA | \$5,221.41 | \$0.00 | \$(90.00) | \$0.00 | \$5,131.41 | \$0.00 | \$5,131.41 |
| 425 | DRILL TEAM/DANCE | \$1,983.12 | \$169.49 | \$0.00 | \$0.00 | \$2,152.61 | \$0.00 | \$2,152.61 |
| 430 | SOCIAL MEDIA TEAM | \$5,776.98 | \$0.00 | \$0.00 | \$0.00 | \$5,776.98 | \$0.00 | \$5,776.98 |
| 440 | LEADERSHIP TEAM | \$6,199.96 | \$861.11 | \$(393.96) | \$0.00 | \$6,667.11 | \$0.00 | \$6,667.11 |
| 445 | E SPORTS | \$400.59 | \$0.00 | \$0.00 | \$0.00 | \$400.59 | \$0.00 | \$400.59 |

SEWARD HIGH SCHOOL

General Ledger Report

Financial Report

From Date: 2/1/2026
To Date: 02/28/2026

From Acct: 1
To Acct: 999999

Activity Accounts

| Acct | Account Name | Beg. Bal. | Recpt / JV | Disb / JV | Transfers | End. Bal. | YTD Payables | Work Bal |
|------|--------------------------|-------------|------------|---------------|-----------|-------------|--------------|-------------|
| 450 | MATH | \$44.46 | \$0.00 | \$0.00 | \$0.00 | \$44.46 | \$0.00 | \$44.46 |
| 460 | SCIENCE LAB FEES | \$238.57 | \$0.00 | \$0.00 | \$0.00 | \$238.57 | \$0.00 | \$238.57 |
| 470 | KEY CLUB | \$4,185.75 | \$0.00 | \$0.00 | \$0.00 | \$4,185.75 | \$0.00 | \$4,185.75 |
| 475 | SPANISH ACCOUNT | \$66.94 | \$0.00 | \$0.00 | \$0.00 | \$66.94 | \$0.00 | \$66.94 |
| 490 | ART | \$2,675.04 | \$34.55 | \$0.00 | \$0.00 | \$2,709.59 | \$0.00 | \$2,709.59 |
| 495 | Study Abroad | \$4,735.76 | \$200.00 | \$(569.75) | \$0.00 | \$4,366.01 | \$0.00 | \$4,366.01 |
| 500 | YEARBOOK | \$3,160.69 | \$120.00 | \$0.00 | \$0.00 | \$3,280.69 | \$0.00 | \$3,280.69 |
| 520 | BAND TRIP | \$55.00 | \$400.00 | \$(400.00) | \$85.00 | \$140.00 | \$0.00 | \$140.00 |
| 525 | SPANISH/SCIENCE TRIP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 530 | SPEECH | \$736.65 | \$410.00 | \$(815.00) | \$0.00 | \$331.65 | \$0.00 | \$331.65 |
| 535 | DRAMATICS | \$4,503.64 | \$65.00 | \$0.00 | \$0.00 | \$4,568.64 | \$0.00 | \$4,568.64 |
| 540 | LIBRARY | \$1,632.79 | \$0.00 | \$0.00 | \$0.00 | \$1,632.79 | \$0.00 | \$1,632.79 |
| 542 | EDUCATORS RISING | \$452.76 | \$0.00 | \$0.00 | \$0.00 | \$452.76 | \$0.00 | \$452.76 |
| 545 | ALL SCHOOL READS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 550 | BAND | \$4,375.15 | \$607.00 | \$(197.00) | \$0.00 | \$4,785.15 | \$0.00 | \$4,785.15 |
| 554 | CHEERLEADERS | \$4,649.17 | \$925.00 | \$0.00 | \$(85.00) | \$5,489.17 | \$0.00 | \$5,489.17 |
| 555 | CHORUS | \$26,373.17 | \$589.00 | \$(2,070.37) | \$0.00 | \$24,891.80 | \$0.00 | \$24,891.80 |
| 557 | SKILLS/TECHNICAL SCIENCE | \$3,996.00 | \$15.00 | \$0.00 | \$0.00 | \$4,011.00 | \$0.00 | \$4,011.00 |
| 560 | INDUSTRIAL ARTS/WOODS | \$1,030.40 | \$0.00 | \$(596.55) | \$0.00 | \$433.85 | \$0.00 | \$433.85 |
| 565 | TECH PREP/SKILLS USA | \$9,131.67 | \$520.00 | \$0.00 | \$0.00 | \$9,651.67 | \$0.00 | \$9,651.67 |
| 570 | AUTO/WELDING | \$1,703.74 | \$0.00 | \$0.00 | \$0.00 | \$1,703.74 | \$0.00 | \$1,703.74 |
| 575 | POWER DRIVE | \$76.57 | \$0.00 | \$0.00 | \$0.00 | \$76.57 | \$0.00 | \$76.57 |
| 580 | PAY TO PLAY | \$7,192.17 | \$0.00 | \$0.00 | \$0.00 | \$7,192.17 | \$0.00 | \$7,192.17 |
| 600 | PHYSICAL EDUCATION | \$34.11 | \$0.00 | \$0.00 | \$0.00 | \$34.11 | \$0.00 | \$34.11 |
| 615 | REVOLVING ACCT | \$250.12 | \$0.00 | \$0.00 | \$0.00 | \$250.12 | \$0.00 | \$250.12 |
| 620 | NOW ACCOUNT | \$13,197.73 | \$121.58 | \$0.00 | \$0.00 | \$13,319.31 | \$0.00 | \$13,319.31 |
| 700 | SOCIAL STUDIES SCHOL | \$50.00 | \$0.00 | \$0.00 | \$0.00 | \$50.00 | \$0.00 | \$50.00 |
| 800 | ATHLETICS | \$93,629.77 | \$9,533.00 | \$(20,506.65) | \$0.00 | \$82,656.12 | \$0.00 | \$82,656.12 |
| 825 | WEIGHTROOM | \$129.19 | \$0.00 | \$0.00 | \$0.00 | \$129.19 | \$0.00 | \$129.19 |
| 850 | PRIDE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 860 | AOK | \$393.91 | \$0.00 | \$0.00 | \$0.00 | \$393.91 | \$0.00 | \$393.91 |
| 865 | HOPE SQUAD | \$162.42 | \$0.00 | \$0.00 | \$0.00 | \$162.42 | \$0.00 | \$162.42 |
| 870 | STUDENT HELP FUND | \$414.48 | \$0.00 | \$0.00 | \$0.00 | \$414.48 | \$0.00 | \$414.48 |
| 900 | MEMORIALS | \$70.00 | \$0.00 | \$0.00 | \$0.00 | \$70.00 | \$0.00 | \$70.00 |
| 950 | IPAD FEES | \$5,080.08 | \$0.00 | \$0.00 | \$0.00 | \$5,080.08 | \$0.00 | \$5,080.08 |
| 955 | HORTICULTURE | \$505.00 | \$0.00 | \$0.00 | \$0.00 | \$505.00 | \$0.00 | \$505.00 |
| 2015 | CLASS OF 2015 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2016 | CLASS OF 2016 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2017 | CLASS OF 2017 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2018 | CLASS OF 2018 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2019 | CLASS OF 2019 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2020 | CLASS OF 2020 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2021 | Class of 2021 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2022 | CLASS OF 2022 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2023 | CLASS OF 2023 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2024 | CLASS OF 2024 | \$(444.00) | \$0.00 | \$0.00 | \$0.00 | \$(444.00) | \$0.00 | \$(444.00) |
| 2025 | CLASS OF 2025 | \$1,061.59 | \$0.00 | \$0.00 | \$0.00 | \$1,061.59 | \$0.00 | \$1,061.59 |
| 2026 | CLASS OF 2026 | \$3,453.18 | \$0.00 | \$(565.40) | \$0.00 | \$2,887.78 | \$0.00 | \$2,887.78 |
| 2027 | CLASS OF 2027 | \$4,133.00 | \$0.00 | \$0.00 | \$0.00 | \$4,133.00 | \$0.00 | \$4,133.00 |
| 2028 | CLASS OF 2028 | \$2,172.00 | \$0.00 | \$0.00 | \$0.00 | \$2,172.00 | \$0.00 | \$2,172.00 |
| 2029 | CLASS OF 2029 | \$811.00 | \$0.00 | \$0.00 | \$0.00 | \$811.00 | \$0.00 | \$811.00 |

SEWARD HIGH SCHOOL

General Ledger Report
Financial Report

From Date: 2/1/2026
To Date: 02/28/2026

From Acct: 1
To Acct: 999999

| | | | | | | | |
|-------------------------------|--------------|-------------|---------------|--------|--------------|--------|--------------|
| Activity Accounts Grand Total | \$375,448.47 | \$28,106.90 | \$(36,755.49) | \$0.00 | \$366,799.88 | \$0.00 | \$366,799.88 |
|-------------------------------|--------------|-------------|---------------|--------|--------------|--------|--------------|

GL Accounts

| GL Acct | Begin Bal | Recpt / JV | Disb / JV | Transfers | End Bal | YTD Payables | Work Bal |
|-----------------------------------|---------------------|--------------------|----------------------|---------------|---------------------|---------------|---------------------|
| 992 CHECK ACCOUNT | \$375,448.47 | \$28,106.90 | \$(36,755.49) | \$0.00 | \$366,799.88 | \$0.00 | \$366,799.88 |
| General Ledger Grand Total | \$375,448.47 | \$28,106.90 | \$(36,755.49) | \$0.00 | \$366,799.88 | \$0.00 | \$366,799.88 |

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 3/3/26
Principal: [Signature] Date: 3/3/26

**SEWARD HIGH SCHOOL
Bank Reconciliation Report**

Date From 2/1/2026
Date to 02/28/2026

**Checking Account
992**

| | |
|--|-------------------------|
| Ending Balance on Statement Dated : 02/28/2026 | \$387,498.83 |
| Outstanding Deposits (Bank Deposits) -> + | \$0.00 |
| Less Outstanding Checks: | \$20,698.95 |
| Cash Balance as of : 02/28/2026 | <u>\$366,799.88 ***</u> |

| | |
|--|-------------------------|
| Cash Balance for Checking as of 2/1/2026 | \$375,448.47 |
| Add: Total Deposits (Bank Deposits): | \$28,106.90 |
| Less: Total Checks and Withdrawals: | (\$36,755.49) |
| Computer Cash Balance as of : 02/28/2026 | <u>\$366,799.88 ***</u> |

Summary of Asset Accounts

| <u>Gl Acct</u> | <u>Account Name</u> | <u>Begin Bal</u> | <u>Recpt/JV</u> | <u>Disb/JV</u> | <u>Transfer</u> | <u>End Bal.</u> |
|--------------------|---------------------|---------------------|--------------------|----------------------|-----------------|---------------------|
| 992 | CHECK ACCOUNT | \$375,448.47 | \$28,106.90 | (\$36,755.49) | \$0.00 | \$366,799.88 *** |
| Grand Total | | \$375,448.47 | \$28,106.90 | (\$36,755.49) | \$0.00 | \$366,799.88 |

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 3/3/26
Principal: [Signature] Date: 3/3/26

***** Entries Must Match**

SEWARD HIGH SCHOOL
Reconciliation Activity Account Report

| |
|----------------------------|
| From Date: 2/1/2026 |
| To Date: 02/28/2026 |

| |
|-----------------------|
| From Acct: 800 |
| To Acct: 800 |

| Date | Payee Source Note | Invoice | PO | Doc Ref | Recp/JV | Disb/JV | Transfer | Balance | Offset Acct |
|---------------------------------------|--|---------|-------|---------|------------|-------------|---------------------------------------|-------------|-------------|
| Activity Acct: 800 - ATHLETICS | | | | | | | Beginning Balance: \$93,629.77 | | |
| <u>Advisor:</u> | Scott Curry | | | | | | | | |
| 2/2/26 | GREG JAHDE 9TH BB OFFICIAL | | 18140 | 63049 | \$0.00 | \$70.00 | \$0.00 | \$93,559.77 | 992 |
| 2/2/26 | TODD SENTERS 9TH BB OFFICIAL | | 18140 | 63050 | \$0.00 | \$70.00 | \$0.00 | \$93,489.77 | 992 |
| 2/2/26 | AJ FRAZEY 9TH BB OFFICIAL | | 18140 | 63051 | \$0.00 | \$70.00 | \$0.00 | \$93,419.77 | 992 |
| 2/2/26 | TANNER WESTERHOLT 9TH BB OFFICIAL | | 18140 | 63052 | \$0.00 | \$70.00 | \$0.00 | \$93,349.77 | 992 |
| 2/3/26 | RECEIPTS 9TH BB GATE - WAHOO | | | 9381 | \$169.00 | \$0.00 | \$0.00 | \$93,518.77 | 992 |
| 2/3/26 | LINCOLN PUBLIC SCHOOL DIST B-6 BOYS BOWLING | | 18144 | 63057 | \$0.00 | \$60.00 | \$0.00 | \$93,458.77 | 992 |
| 2/3/26 | ELAN FINANCIAL SERVIC JV G WR TOURN HOSPITALITY | | 17913 | 63061 | \$0.00 | \$380.39 | \$0.00 | \$93,078.38 | 992 |
| 2/3/26 | ELAN FINANCIAL SERVIC HUDL - FAST SCOUT BB | | 17910 | 63061 | \$0.00 | \$300.00 | \$0.00 | \$92,778.38 | 992 |
| 2/3/26 | ELAN FINANCIAL SERVIC COACH MEETING BREAKFAST | | 18102 | 63061 | \$0.00 | \$42.96 | \$0.00 | \$92,735.42 | 992 |
| 2/3/26 | ELAN FINANCIAL SERVIC HOOPS FOR HOPE SHIRTS | | 17920 | 63061 | \$0.00 | \$282.25 | \$0.00 | \$92,453.17 | 992 |
| 2/4/26 | AWARDS UNLIMITED XC BRASS PLATES, ENGRAVING | 324365 | 17959 | 63063 | \$0.00 | \$60.00 | \$0.00 | \$92,393.17 | 992 |
| 2/5/26 | RECEIPTS BOUND 1/2-2/1 - GATE FEES | | | 9392 | \$4,157.00 | \$0.00 | \$0.00 | \$96,550.17 | 992 |
| 2/5/26 | SOUKS BOUTMAHAVONG BB OFFICIAL - BLAIR | | 18145 | 63064 | \$0.00 | \$140.00 | \$0.00 | \$96,410.17 | 992 |
| 2/5/26 | RYAN LEWIS BB OFFICIAL - BLAIR | | 18145 | 63065 | \$0.00 | \$180.00 | \$0.00 | \$96,230.17 | 992 |
| 2/5/26 | KEVIN MAR BB OFFICIAL - BLAIR | | 18145 | 63066 | \$0.00 | \$180.00 | \$0.00 | \$96,050.17 | 992 |
| 2/5/26 | TANNER YORGES BB OFFICIAL - BLAIR | | 18145 | 63067 | \$0.00 | \$180.00 | \$0.00 | \$95,870.17 | 992 |
| 2/5/26 | SOUKS BOUTMAHAVONG 9TH GBB TOURN OFFICIAL | | 18153 | 63068 | \$0.00 | \$140.00 | \$0.00 | \$95,730.17 | 992 |
| 2/5/26 | JACOB JAEGER 9TH GBB TOURN OFFICIAL | | 18153 | 63069 | \$0.00 | \$70.00 | \$0.00 | \$95,660.17 | 992 |
| 2/6/26 | RECEIPTS BSN SPORTS ONLINE SALES PAYOUT | | | 9389 | \$15.00 | \$0.00 | \$0.00 | \$95,675.17 | 992 |
| 2/9/26 | DOLLAMUR, LLC WRESTLING MAT W/ LOGO | 291241 | 17907 | 63074 | \$0.00 | \$11,578.00 | \$0.00 | \$84,097.17 | 992 |
| 2/9/26 | BEN SCHLEGEL 9TH GBB TOURN OFFICIAL | | 18153 | 63075 | \$0.00 | \$70.00 | \$0.00 | \$84,027.17 | 992 |
| 2/9/26 | THOMAS HANSMEYER 9TH GBB TOURN OFFICIAL | | 18153 | 63076 | \$0.00 | \$120.00 | \$0.00 | \$83,907.17 | 992 |
| 2/9/26 | TRAVIS EMORY 9TH GBB TOURN OFFICIAL | | 18153 | 63077 | \$0.00 | \$120.00 | \$0.00 | \$83,787.17 | 992 |
| 2/9/26 | JEFFERY SCHLIKE 9TH GBB TOURN OFFICIAL | | 18153 | 63078 | \$0.00 | \$120.00 | \$0.00 | \$83,667.17 | 992 |
| 2/9/26 | NATE MASON 9TH GBB TOURN OFFICIAL | | 18153 | 63079 | \$0.00 | \$120.00 | \$0.00 | \$83,547.17 | 992 |

SEWARD HIGH SCHOOL
Reconciliation Activity Account Report

| |
|----------------------------|
| From Date: 2/1/2026 |
| To Date: 02/28/2026 |

| |
|-----------------------|
| From Acct: 800 |
| To Acct: 800 |

| Date | Payee Source Note | Invoice | PO | Doc Ref | Recp/JV | Disb/JV | Transfer | Balance | Offset Acct |
|---------|--|---------|-------|---------|------------|------------|----------|-------------|-------------|
| 2/9/26 | JUSTIN HARTMAN 9TH GBB TOURN OFFICIAL | | 18153 | 63080 | \$0.00 | \$120.00 | \$0.00 | \$83,427.17 | 992 |
| 2/10/26 | RECEIPTS BB GATE - BLAIR | | | 9393 | \$518.00 | \$0.00 | \$0.00 | \$83,945.17 | 992 |
| 2/10/26 | RECEIPTS 9TH GBB TOURN GATE | | | 9394 | \$260.00 | \$0.00 | \$0.00 | \$84,205.17 | 992 |
| 2/10/26 | CASH STATE BOWLING MEALS | | 18163 | 63082 | \$0.00 | \$105.00 | \$0.00 | \$84,100.17 | 992 |
| 2/10/26 | MERLES FLOWER SHOP SENIOR NIGHT FLOWERS | 0000441 | 18168 | 63084 | \$0.00 | \$62.75 | \$0.00 | \$84,037.42 | 992 |
| 2/12/26 | PHIL STAUFFER BB OFFICIAL - YORK | | 18174 | 63091 | \$0.00 | \$140.00 | \$0.00 | \$83,897.42 | 992 |
| 2/12/26 | JACOB JAEGER BB OFFICIAL - YORK | | 18174 | 63092 | \$0.00 | \$140.00 | \$0.00 | \$83,757.42 | 992 |
| 2/12/26 | SHANE GODTEL BB OFFICIAL - YORK | | 18174 | 63093 | \$0.00 | \$180.00 | \$0.00 | \$83,577.42 | 992 |
| 2/12/26 | JAKOB GODTEL BB OFFICIAL - YORK | | 18174 | 63094 | \$0.00 | \$180.00 | \$0.00 | \$83,397.42 | 992 |
| 2/12/26 | JEFF WESTOVER BB OFFICIAL - YORK | | 18174 | 63095 | \$0.00 | \$180.00 | \$0.00 | \$83,217.42 | 992 |
| 2/12/26 | SETH STUTZMAN 9TH BBB TOURN OFFICIAL | | 18175 | 63096 | \$0.00 | \$140.00 | \$0.00 | \$83,077.42 | 992 |
| 2/12/26 | GREG JAHDE 9TH BBB TOURN OFFICIAL | | 18175 | 63097 | \$0.00 | \$140.00 | \$0.00 | \$82,937.42 | 992 |
| 2/12/26 | JACOB JAEGER 9TH BBB TOURN OFFICIAL | | 18175 | 63098 | \$0.00 | \$140.00 | \$0.00 | \$82,797.42 | 992 |
| 2/12/26 | HOLIDAY INN EXPRESS S G DISTRICT WR ROOMS | SEWARD | 18171 | 63100 | \$0.00 | \$717.80 | \$0.00 | \$82,079.62 | 992 |
| 2/12/26 | RAYMOND CENTRAL HIG JV B WR INVITE ENTRY | | 18173 | 63101 | \$0.00 | \$100.00 | \$0.00 | \$81,979.62 | 992 |
| 2/12/26 | FAIRBURY HIGH SCHOOL WRESTLING ENTRY | | 18173 | 63102 | \$0.00 | \$175.00 | \$0.00 | \$81,804.62 | 992 |
| 2/16/26 | SAM LOEWE 9TH BBB TOURN OFFICIAL | | 18175 | 63104 | \$0.00 | \$120.00 | \$0.00 | \$81,684.62 | 992 |
| 2/16/26 | DAVID KUMM 9TH BBB TOURN OFFICIAL | | 18175 | 63105 | \$0.00 | \$120.00 | \$0.00 | \$81,564.62 | 992 |
| 2/16/26 | MIKE HOLLE 9TH BBB TOURN OFFICIAL | | 18175 | 63106 | \$0.00 | \$120.00 | \$0.00 | \$81,444.62 | 992 |
| 2/16/26 | AMY HARMS 9TH BBB TOURN OFFICIAL | | 18175 | 63107 | \$0.00 | \$120.00 | \$0.00 | \$81,324.62 | 992 |
| 2/16/26 | BRADY ANDERSON 9TH BBB TOURN OFFICIAL | | 18175 | 63108 | \$0.00 | \$120.00 | \$0.00 | \$81,204.62 | 992 |
| 2/16/26 | BROCK ANDERSON 9TH BBB TOURN OFFICIAL | | 18175 | 63109 | \$0.00 | \$120.00 | \$0.00 | \$81,084.62 | 992 |
| 2/16/26 | CASH STATE WRESTLING MEALS | | 18184 | 63114 | \$0.00 | \$915.00 | \$0.00 | \$80,169.62 | 992 |
| 2/17/26 | RECEIPTS BB GATE - YORK | | | 9395 | \$1,099.00 | \$0.00 | \$0.00 | \$81,268.62 | 992 |
| 2/17/26 | RECEIPTS 9TH BBB TOURN GATE | | | 9396 | \$1,136.00 | \$0.00 | \$0.00 | \$82,404.62 | 992 |
| 2/17/26 | SAM LOEWE VOID: OFFICIAL CHANGE | | 18175 | 63104 | \$0.00 | (\$120.00) | \$0.00 | \$82,524.62 | 992 |
| 2/17/26 | DAVID KUMM | | 18175 | 63105 | \$0.00 | (\$120.00) | \$0.00 | \$82,644.62 | 992 |

SEWARD HIGH SCHOOL

Reconciliation Activity Account Report

From Date: 2/1/2026
To Date: 02/28/2026

From Acct: 800
To Acct: 800

| Date | Payee Source Note | Invoice | PO | Doc Ref | Recp/JV | Disb/JV | Transfer | Balance | Offset Acct |
|---------|--------------------------|-----------|-------|---------|----------|------------|----------|-------------|-------------|
| | VOID: OFFICIAL CHANGE | | | | | | | | |
| 2/17/26 | MIKE HOLLE | | 18175 | 63106 | \$0.00 | (\$120.00) | \$0.00 | \$82,764.62 | 992 |
| | VOID: OFFICIAL CHANGE | | | | | | | | |
| 2/17/26 | PHIL STAUFFER | | 18183 | 63119 | \$0.00 | \$140.00 | \$0.00 | \$82,624.62 | 992 |
| | BB OFFICIAL - RONCALLI | | | | | | | | |
| 2/17/26 | KELLAN HEAVICAN | | 18183 | 63120 | \$0.00 | \$180.00 | \$0.00 | \$82,444.62 | 992 |
| | BB OFFICIAL - RONCALLI | | | | | | | | |
| 2/17/26 | TYSON BODLAK | | 18183 | 63121 | \$0.00 | \$180.00 | \$0.00 | \$82,264.62 | 992 |
| | BB OFFICIAL - RONCALLI | | | | | | | | |
| 2/17/26 | CHASE GRIZZLE | | 18183 | 63122 | \$0.00 | \$180.00 | \$0.00 | \$82,084.62 | 992 |
| | BB OFFICIAL - RONCALLI | | | | | | | | |
| 2/17/26 | MICHAEL FERGUSON | | 18175 | 63123 | \$0.00 | \$120.00 | \$0.00 | \$81,964.62 | 992 |
| | 9TH BBB TOURN OFFICIAL | | | | | | | | |
| 2/17/26 | JAMES MOORE | | 18175 | 63124 | \$0.00 | \$120.00 | \$0.00 | \$81,844.62 | 992 |
| | 9TH BBB TOURN OFFICIAL | | | | | | | | |
| 2/17/26 | KESHAWN WILSON | | 18175 | 63125 | \$0.00 | \$120.00 | \$0.00 | \$81,724.62 | 992 |
| | 9TH BBB TOURN OFFICIAL | | | | | | | | |
| 2/18/26 | RECEIPTS | | | 9399 | \$555.00 | \$0.00 | \$0.00 | \$82,279.62 | 992 |
| | BB GATE - RONCALLI | | | | | | | | |
| 2/18/26 | LEXINGTON HIGH SCHOC | | 18195 | 63133 | \$0.00 | \$80.00 | \$0.00 | \$82,199.62 | 992 |
| | GIRLS DIST BOWLING ENTRY | | | | | | | | |
| 2/18/26 | JACOB MILLER | 25-26 SHS | 17925 | 63134 | \$0.00 | \$308.00 | \$0.00 | \$81,891.62 | 992 |
| | ASSIGNING FEE - 25/26 | | | | | | | | |
| 2/23/26 | KIRBY WELLS | | 18202 | 63137 | \$0.00 | \$142.00 | \$0.00 | \$81,749.62 | 992 |
| | DIST B-4 BBB OFFICIAL | | | | | | | | |
| 2/23/26 | MARC KROLL | | 18202 | 63138 | \$0.00 | \$142.00 | \$0.00 | \$81,607.62 | 992 |
| | DIST B-4 BBB OFFICIAL | | | | | | | | |
| 2/23/26 | JEFF BRACHT | | 18202 | 63139 | \$0.00 | \$142.00 | \$0.00 | \$81,465.62 | 992 |
| | DIST B-4 BBB OFFICIAL | | | | | | | | |
| 2/24/26 | RECEIPTS | | | 9405 | \$986.00 | \$0.00 | \$0.00 | \$82,451.62 | 992 |
| | DIST B-4 BBB GATE | | | | | | | | |
| 2/24/26 | RECEIPTS | | | 9406 | \$38.00 | \$0.00 | \$0.00 | \$82,489.62 | 992 |
| | WR GATE - BOYSTOWN | | | | | | | | |
| 2/24/26 | NSAA | | 18209 | 63146 | \$0.00 | \$328.50 | \$0.00 | \$82,161.12 | 992 |
| | DIST B-4 BBB PAYOUT | | | | | | | | |
| 2/24/26 | CALEB JACKSON | | 18206 | 63148 | \$0.00 | \$45.00 | \$0.00 | \$82,116.12 | 992 |
| | REIMB STATE WR PARKING | | | | | | | | |
| 2/25/26 | ANDY SISTEK | | 18211 | 63149 | \$0.00 | \$60.00 | \$0.00 | \$82,056.12 | 992 |
| | REIMB STATE WR PARKING | | | | | | | | |
| 2/27/26 | RECEIPTS | | | 9417 | \$600.00 | \$0.00 | \$0.00 | \$82,656.12 | 992 |
| | 9TH BB TOURN ENTRIES | | | | | | | | |

Totals \$9,533.00 \$20,506.65 \$0.00 \$82,656.12

| | |
|---------------------------|-------------|
| Accounts Payable | \$0.00 |
| Working Balance | \$82,656.12 |
| Currently Encumbered (PO) | \$0.00 |

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 3/3/26
Principal: [Signature] Date: 3/3/26

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
MARCH 9, 2026**

| | | |
|-------------------------------|----------------------------|------------|
| Salaries for February | Salaries | 771,738.18 |
| Jones Bank | FIT/FICA | 24,483.05 |
| Tennessee Child Support | Garnishment | 9.99 |
| Jones Bank | FIT/FICA | 182,051.83 |
| Nebraska Child Support | Garnishment | 1,166.00 |
| ASPIRE | 403b | 9,161.25 |
| Jones Bank | FIT/FICA | 23,978.38 |
| Tennessee Child Support | Garnishment | 9.99 |
| Pitney Bowes | Postage | 2,500.00 |
| NPERS | Retirement | 162,832.21 |
| NE Dept. of Revenue | State Tax | 29,415.86 |
| Inspira Financial | Section 125 | 5,612.41 |
| AGiRepair, Inc | Tech. Repairs | 499.75 |
| Allo | Phone | 190.00 |
| Amazon Capital Services | Supplies | 1,778.92 |
| Americom | Maintenance | 625.00 |
| Ameritas | Vision Insurance | 1,209.68 |
| Apace | Pupil Services | 4,734.28 |
| Apple Inc | Tech. Supplies | 774.00 |
| Axthelm, Jamie | Transportation | 61.50 |
| Baker, Noelle | HAL | 132.98 |
| Benes, Julie | Reimbursement | 1,264.49 |
| Bishop Business | Supplies | 207.36 |
| Blue Cross Blue Shield | Insurance | 262,731.42 |
| Butcher, Karen | Books | 188.13 |
| Campbell Cleaning | Services | 17,361.00 |
| Cast, Krystin | Supplies | 124.30 |
| CDWG | Supplies | 3,013.52 |
| City of Seward | Utilities | 33,850.45 |
| Computer Hardware | Tech. Repairs | 1,173.00 |
| Crete Public Schools | Dues & Fees | 526.00 |
| Crouch's Farm & Hardware | Grounds | 1,551.18 |
| Culligan | Maintenance | 57.50 |
| DAS | Distance Learning | 317.87 |
| Elan Financial | HAL | 805.72 |
| Empowered Communications LLC | Pupil Services | 6,418.06 |
| ESU 5 | Stronger Connections Grant | 21,396.50 |
| ESU 6 | ESU Expense | 868.71 |
| Farmers Cooperative | Transportation | 156.00 |
| Fleet US LLC | Grounds | 3,282.26 |
| Gerhold Concrete Company, Inc | Grounds | 2,544.90 |
| Glass Doctor | Transportation | 449.75 |
| Go Physical Therapy | Pupil Services | 8,668.50 |
| Grainger | Maintenance | 331.60 |
| Hardwood Heaven | Supplies | 1,900.53 |
| HireRight | Transportation | 248.70 |
| Inspira Financial | Section 125 | 127.50 |
| John Deere Financial | Maint. Of Equip. | 1,554.99 |
| JWPepper | Supplies | 200.98 |
| Kozisek, Morgan | Sixpence | 138.85 |
| KSB School Law | Legal Fees | 2,189.00 |
| Kully Supply | Maintenance | 56.87 |
| Langner, Katie | Sixpence | 599.52 |
| Lee's Refrigeration | Maintenance | 156.88 |

**SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
MARCH 9, 2026**

| | | |
|--|----------------------|---------------------|
| Madison National Life | LTD Ins. | 3,037.04 |
| Matheson | Supplies | 639.00 |
| Maxim Healthcare Services | Services | 1,783.32 |
| Meehl, Jan | Pupil Services | 1,600.00 |
| Memorial Health Care Systems | Transportation | 247.00 |
| Menards | Maintenance | 850.64 |
| Merle's Flower Shop, Inc | Supplies | 424.15 |
| Midwest Auto Parts | Transportation | 73.72 |
| Midwest Automotive Inc | Transportation | 570.97 |
| NCECBVI | Pupil Services | 1,900.80 |
| NCS Pearson | Supplies | 114.62 |
| Nebraska Council of School Admin | Training | 150.00 |
| Nebraska Department of Education | Staff Dev | 525.00 |
| Nebraska Landscape Solutions | Grounds | 649.59 |
| Nebraska Middle Level Education Assoc. | Staff Dev | 320.00 |
| Omnify | Insurance | 20.60 |
| One Source | Admin Expense | 238.45 |
| Pac N Save | Supplies | 283.74 |
| Paper Tiger | Business Support | 35.00 |
| Pinkall, Jenny | Supplies | 99.63 |
| Pitney Bowes | Lease | 513.69 |
| Platte Valley Equipment | Maint. Of Equip. | 452.94 |
| Really Good Stuff | Supplies | 9.99 |
| Reed Electric | Staff Dev | 175.00 |
| Rising, Sarah | Mileage | 54.30 |
| Sack Lumber | Grounds | 17.91 |
| Schroeder, Julie | St. John's Title IIA | 140.00 |
| Seward County Clerk | Election Fees | 14,268.26 |
| Seward County Independent | Advertising | 798.13 |
| Seward Wellness Center | Gym | 1,097.25 |
| Sistek, Andrew | Fuel | 96.56 |
| Site One Landscape Supply | Grounds | 759.36 |
| Sodexo | Services | 77,136.40 |
| Sweetwater | Supplies | 554.94 |
| Telecky, Marty | Transportation | 10.69 |
| Tom Brock Forms | Supplies | 461.61 |
| Truck Center Companies | Transportation | 6,063.87 |
| Uline | Hot Lunch | 143.73 |
| Unite Private Networks | Distance Learning | 1,829.43 |
| UNUM | Life Ins. | 536.40 |
| Uribe | Services | 2,647.00 |
| US Bank | Lease | 3,086.36 |
| Verizon | Phone | 255.96 |
| Visa | Supplies | 254.51 |
| Ward's Science | Supplies | 201.12 |
| Waterlink | Maintenance | 225.00 |
| Windstream | Phone | 318.52 |
| WoodRiver Energy | Utilities | 19,976.55 |
| Zultys | Phone | 2,320.65 |
| TOTAL GENERAL FUND CLAIMS | | 1,745,396.70 |

**SCHOOL DISTRICT OF SEWARD
PROPOSED SPECIAL BUILDING FUND CLAIMS
MARCH 9, 2026**

| | | |
|-----------------------|---------------------|------------------|
| CERRIS SYSTEMS | H.S. CHILLER | 56,604.24 |
|-----------------------|---------------------|------------------|

| | | |
|--|--------------|------------------|
| | TOTAL | 56,604.24 |
|--|--------------|------------------|

**SCHOOL DISTRICT OF SEWARD
PROPOSED UNEMPLOYMENT FUND CLAIMS
MARCH 9, 2026**

| | | |
|-------------------------|---------------------|------------------------|
| NEBRASKA UC FUND | UNEMPLOYMENT | 5,606.15 |
| | TOTAL | <u>5,606.15</u> |

**SCHOOL DISTRICT OF SEWARD
PROPOSED GIFTS AND DONATIONS CLAIMS
MARCH 9, 2026**

| | | |
|--|---------------------------------------|----------------------|
| KATIE LANGNER | SIXPENCE CLEANING SUPPLIES | 79.28 |
| SHS BLUEJAY LEADERSHIP TEAM | SUPPLIES | 100.00 |
| | TOTAL | <u>179.28</u> |