

Board of Education Regular Meeting
Monday, January 13, 2020 8:00 PM Central

Board Room
1301 Centennial Avenue
Utica, NE 68456-0187

Mark Avery: Present
Doug Cast: Present
Jodi Cast: Present
Wayne Heine: Present
Jason Richters: Present
Doug Tonniges: Present
Present: 6.

1. MEETING CALL TO ORDER

1. Reading of Public Meeting Notice

1. Open Meetings Act

2. Roll Call

3. Pledge of Allegiance

4. BOARD REORGANIZATION

1. ELECTION OF PRESIDENT

2. ELECTION OF VICE PRESIDENT

3. ELECTION OF SECRETARY

4. ELECTION OF TREASURER

5. Consent Agenda

Motion to approve the consent agenda with the addition of a Depreciation Fund check to Nebraska Central Equipment in the amount of \$39,097.60. This motion, made by Mark Avery and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

1. Additions/Deletions and Agenda Approval

2. Consider Minutes of Previous Meeting(s) and Their Approval

3. Consider Current Bills and Their Approval

4. Consider Activity Accounts and Treasurer's Report

5. Excuse Board Member's Absence (If Necessary)

6. Introduction of Guests; Invite Comments

2. OLD BUSINESS

3. NEW BUSINESS

1. MISSION & VISION STATEMENT DEVELOPMENT

2. NRCSA INFORMATION

3. CONSIDER TENTATIVE BOARD OF EDUCATION ANNUAL CALENDAR OF MEETING TOPICS

Motion to adopt the 2020 Tentative Board of Education Annual Calendar of Meeting Topics. This motion, made by Wayne Heine and seconded by Doug Tonniges, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

4. CONSIDER APPOINTING VIRGIL HEINE AS AHERA REPRESENTATIVE

Motion to appoint Virgil Heine as the AHERA Representative for the district.

This motion, made by Doug Tonniges and seconded by Wayne Heine, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

5. SET DRIVER EDUCATION RATES FOR STUDENTS

Motion to set the Driver's Education fee at \$175. This motion, made by Jodi Cast and seconded by Wayne Heine, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

6. SET RENTAL FEES

Motion to approve the rental fees as presented with the addition of the track rental fee at \$200. This motion, made by Jason Richters and seconded by Doug Cast, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

7. CONSIDER CONTRACT WITH THE CLARK ENERSEN PARTNERS

Motion to approve the contract with The Clark Enersen Partners. This motion, made by Doug Cast and seconded by Doug Tonniges, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

8. CONSIDER APPROVAL OF CHANGES TO THE CENTENNIAL SCHOOL FOUNDATION BYLAWS

Motion to approve changes to the Centennial School Foundation Bylaws. This motion, made by Doug Tonniges and seconded by Wayne Heine, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

9. DISCUSS ANY PENDING LEGISLATION

10. STUDENT AND STAFF RECOGNITION

Motion to commend Davon Brees for being selected for All-State Football and Ken Booth for being selected as Nebraska's Outstanding New Principal by the Nebraska Association of Elementary School Principals. This motion, made by Wayne Heine and seconded by Doug Tonniges, Passed.

Mark Avery: Yea, Doug Cast: Yea, Jodi Cast: Yea, Wayne Heine: Yea, Jason

Richters: Yea, Doug Tonniges: Yea

Yea: 6, Nay: 0

11. BOARD MEMBER REPORTS

12. ADMINISTRATOR'S REPORTS

4. ADJOURN

CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue
P.O. Box 187
Utica, NE 68456-0187
402-534-2321
FAX 402-534-2291

Tim DeWaard
Superintendent
402-534-2291

Colin Bargaen
Secondary Principal

Jenny Wagner
Activities Director

Ken Booth
Elementary Principal

Bob Fish
Counselor

Kris Elmshaeuser
Special Services

CENTENNIAL BOARD OF EDUCATION REGULAR MEETING December 9, 2019

Notice of meeting was published in York News Times on December 6, 2019.

Meeting was called to order at 8:00 p.m. with all board members present. Administrators present were Mr. DeWaard, Mr. Bargaen and Mr. Booth. Guests were Holly Podliska, Chaylee Tonniges and Dillion Tonniges.

In lieu of dissent, the consent agenda was accepted as presented.

Heard report on National FFA Convention.

Discussion was heard on curriculum changes.

Motion made by J. Cast, seconded by D. Cast, to approve hiring Lisa Eichinger for the second semester of the 2019-2020 school year. Members polled: Avery, for; D. Cast for; J. Cast, for; Heine, for; Richters, for; Tonniges, for. Motion carried 6-0.

Motion made by Heine, seconded by Tonniges, to commend Beth Johnson on being selected as a Nebraska Paraeducator of the Year. Members polled: Avery, for; D. Cast, for; J. Cast, for; Heine, for; Richters, for; Tonniges, for. Motion carried 6-0.

Heard board member's reports.

Heard Administrator's reports.

Discussion held on Superintendent's evaluation.

Motion made by Heine, seconded by Tonniges, to approve rolling over Mr. DeWaard's contract through 2021-2022. Members polled: Avery, for; D. Cast, for; J. Cast, for; Heine, for; Richters, for; Tonniges, for. Motion carried 6-0.

Meeting adjourned at 10.30 p.m.

Douglas Tonniges, Secretary
Centennial Board of Education

DT:mr

Board Report for Newspaper

JANUARY 2020

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
ALPHA REHABILITATION	THERAPY SERVICES	328.70
AMAZON.COM	TEXTBOOKS	14.26
ARNOLD MOTOR SUPPLY	PARTS	1,140.25
ASCD	SUPPLIES	40.95
AUTO-JET MUFFLER CORP	PARTS	65.56
B & H PHOTO	EQUIPMENT/SUPPLIES	315.24
BARJENBRUCH, CRAIG	REIMBURSEMENT	45.00
BARJENBRUCH, JORDAN	REIMBURSEMENT	7.65
BARTH, BARBARA	TeamMates	477.27
BEAVER HARDWARE	PARTS	121.46
BERNIKLAU EDUCATION SOLUTIONS TEAM	CONTRACTED SERVICES	3,382.49
BGNE, INC	MAINTAINANCE	604.79
BLACK HILLS ENERGY	FUEL	7,772.21
BREEZA INDUSTRIAL	EQUIP MAIN	30.00
CENTENNIAL ACTIVITY FUND	DISTRICT REIMBURSEMENT	23,902.85
CENTRAL NEBRASKA REHABILITATION SERVICES	PHYSICAL THERAPY	9,305.78
CENTRAL VALLEY AG	FUEL	4,117.01
CHEEVER CONSTRUCTION COMPANY	MAINTENANCE	500.00
CORNHUSKER INT. TRUCKS INC	EQUIP/MAIN	34.44
DAS STATE ACCOUNTING	TELEPHONE	332.64
DAVID CITY PUBLIC SCHOOLS	PSYCH SERVICES	5,046.84
DECKER EQUIPMENT	EQUIPMENT	76.82
DEY, JULIE	REIMBURSEMENT	19.88
DIETZE MUSIC HOUSE	SHEET MUSIC/EQUIP	161.60
EASY TIME CLOCK, INC	FEEES	36.00
EDUCATIONAL SERVICE UNIT #5	SERVICES	15.00
EDUCATIONAL SERVICE UNIT 8	FEEES	130.00
EGAN SUPPLY CO	SUPPLIES	4,093.20
ESU #6	CONTRACTED SERVICES/SUPPLIES	20,874.32
ESU COORDINATING COUNCIL	FEEES	600.00
EWELL EDUCATIONL SERVICES	SUBSCRIPTION	325.00
FASTENAL COMPANY	SUPPLIES	1,532.40
FEHLHAFER'S INC	PARTS/MAINTENANCE	240.00
GOVCONNECTION, INC	COMPUTER EQUIPMENT	554.16
GRAINGER	SUPPLIES	540.82
H & S PLUMBING AND HEATING	MAINTENANCE	1,311.16
HABERMAN, BRAYDEN	SERVICES	179.25
HENRY, SHANNON	CONTRACTED SERVICES	6,767.60
HOBART SALES SERVICE	REPAIRS	676.58
J.W. PEPPER & SON, INC	SHEET MUSIC	66.79
JAYMAR BUSINESS FORMS INC	SUPPLIES	194.48
KONICA MINOLTA BUSINESS SOLUTIONS	EQUIP MAIN	2,330.88
KONICA MINOLTA PREMIER FINANCE	COPIERS	412.29
KSB SCHOOL LAW	LEGAL SERVICE	1,150.50
MATHESON TRI-GAS INC	SUPPLIES	267.23

Board Report for Newspaper
JANUARY 2020

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
MCCORMICK'S HEATING & AIR CONDITIONING	MAINTENCE	2,078.80
MEMORIAL HEALTH CARE SYSTEMS	PHYSICALS	412.00
MIDWEST ALARM SERVICES	MAINTENANCE	653.70
MOSAIC AT AXTELL	TUITION	2,668.68
NANTKES, JENNIFER	CONTRACTED SERVICES	831.61
NE COUNCIL OF SCHOOL ADMIN	FEES	180.00
NEBRASKA CENTRAL EQUIPMENT, INC	SUPPLIES	58,679.82
NEBRASKA SAFETY CENTER	OTHER EXP	250.00
NORRIS PUBLIC POWER DISTRICT	ELECTRICTY	9,054.87
PAC N SAVE	FOOD/SUPPLIES	80.06
PAC N SAVE	SUPPLIES	140.15
PAYFLEX	FEES	137.70
POSTMASTER	STAMPS	660.00
POTTER REPAIR	REPAIRS	12.39
PRESTO-X CO	EXT FEE	112.00
PRIME COMMUNICATIONS, INC	COMP HARDWARE	1,428.37
PROVIDENCE WORKING CANINES	SERVICES	434.70
RAFERT, LINDA	REIMBURSEMENT	107.28
RECYCLING ENTERPRISES OF NE, INC	RECYCLING	55.00
SMART SIGN	SOFTWARE	200.00
SMITH, ABBY	REIMBURSEMENT	16.47
SPARQDATA SOLUTIONS	DUES/FEES	3,460.00
STAPLES BUSINESS ADVANTAGE	SUPPLIES	170.56
TRUCK CENTER COMPANIES	PARTS	158.36
UNITE PRIVATE NETWORKS, LLC	LEASE	630.65
UNITED STATES TREASURY	ESRP RESPONSE	10,170.00
UTICA PARTS & SERVICE	REPAIRS	44.40
VERIZON CONNECT NWF, INC.	SERVICE	37.90
VERIZON WIRELESS	CELL PHONE	242.24
VILLAGE OF UTICA	WATER/SEWER	3,330.21
VOSS LIGHTING	SUPPLIES	2,865.18
VOSSLER, REBECCA	REIMBURSEMENT	67.36
WAGNER, JENNY	REIMBURSEMENT	1,648.16
WALMART COMMUNITY/SYNC	SUPPLIES	131.97
WEATHERCRAFT CO OF LINCOLN	ROOF	434.42
WINDSTREAM	TELEPHONE	639.89
YORK NEWS TIMES	ADV/PRINTING	135.70
YORK PUBLIC SCHOOLS	TUITION	1,282.68
	Fund Total:	203,784.63
	Checking Account Total:	203,784.63

BUILDING FUND

McCormick's Heating & Air	\$ 4,515.00
REGA Engineering	2,100.00
Voss Lighting	3,937.50
Total	\$10,552.50

December

Initials	Date
Prepared By	
Approved By	

1	2	3	4	5	6		
	Vendor	check \$	check #	Deposit	receipt	Category	code
	12-2 Southwest Fundraising			20. ⁰⁰	107140	General	mag sales
1	12-5 LaCarna	210. ⁰⁰	6758				
2	12-5 Amanda Godfrey			94. ⁰⁰	107141	Books	
3	12-5 Scholastic	94. ⁰⁰	6759			Books	
4	12-10 Chrisman			1477	107142	Books	
5	12-10 Scholastic	1477	6760			Books	
6	12-10 Scholastic	14. ⁰⁰	6761			General	Book Fund
7	12-10 Burpenbruch			13. ⁰⁰	107143	Books	
8	12-10 Scholastic	13. ⁰⁰	6762			Books	
9	12-10 Molly Warm			2057	107144	Books	
10	12-10 Scholastic	2057	6763			Books	
11	12-12 Shannon			450. ⁰⁰	107145	Backpack	donation
12	12-13 Shannon			1000. ⁰⁰	107146	Backpack	HRS group donation
13	12-13 Monezone			5. ⁰⁰	107147	Books	
14	12-13 Scholastic	5. ⁰⁰	6764			Books	
15	12-19 Food Bank Lincoln	3748. ⁵⁰	6765			Backpack	
16	12-19 Ken Booth	14032	6766			General	PBIS prizes
17	12-20 Shannon Presbyterian Church Peablers			700. ⁰⁰	107148	Backpack	Donations
18							
19		4860.16		2317.34			
20							
21							
22							
23		14734	Books	14734	Books		
24		36432	General	2150. ⁰⁰	Backpack		
25		3748. ⁵⁰	Backpack	20. ⁰⁰	General		
26		4260.16		2317.34			
27							
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Register Report - Last month
12/1/2019 through 12/31/2019

Date	Account	Num	Description	Memo	Category	Tag	Amount
12/2/2019	Checking	AUTO	Nebraska Retirement Systems	retirement	[General]		-78,082.02
12/3/2019	Checking	41498	Bob Fish	JH GBB Official	[Athletics]		-100.00
12/3/2019	Checking	41499	Nathan Foley	JH GBB Official	[Athletics]		-100.00
12/3/2019	Checking	41500	Mark Tachovsky	JH WR Official	[Athletics]		-125.00
12/3/2019	Checking	41501	Ryan Kratochvil	JHWR Official	[Athletics]		-125.00
12/3/2019	Checking	41502	Nikki Klanecky	Reimbursement for Popcorn	[Concessions]		-510.00
12/3/2019	Checking	41497	WalMart	Dist. One Act Hospitality Room Supplies	[Dist. Events]		-194.60
12/4/2019	Checking	41503	Clark Kolterman	District One Act Judge 12-4-19	[Dist. Events]		-156.20
12/4/2019	Checking	41504	Jill Hoelsing	District One Act Judge 12-4-19	[Dist. Events]		-196.50
12/4/2019	Checking	41505	Zac Franzen	District One Act Judge 12-4-19	[Dist. Events]		-181.20
12/6/2019	Checking	41506	Brian Bock	BB Official 12-7-19	[Athletics]		-175.00
12/6/2019	Checking	41507	Steve Harris	BB Official 12-7-19	[Athletics]		-175.00
12/6/2019	Checking	41508	Arron Williams	BB Official 12-7-19	[Athletics]		-175.00
12/6/2019	Checking	41509	Jesse Hartshorn	JV BB Official 12-7-19	[Athletics]		-55.00
12/6/2019	Checking	15966	Nikki Klanecky	Conc JHGBB 12-3-19	[Concessions]		942.00
12/6/2019	Checking	15967	Jenny Wagner	Gate JHGBB 12-3-19	[Athletics]		448.00
12/6/2019	Checking	15968	Nikki Klanecky	Conc Dist One Act 12-4-19	[Concessions]		1,574.00
12/6/2019	Checking	15969	Jenny Wagner	Gate District One Act 12-4-19	[Dist. Events]		1,127.00
12/9/2019	Checking	41510	Simply-A-Maize-N Popcorn	Fundraiser	[Dance Team]		-873.12
12/9/2019	Checking	41511	Nathan Foley	Res BB Official	[Athletics]		-110.00
12/9/2019	Checking	41512	Brady Vossler	Res BB Official	[Athletics]		-110.00
12/9/2019	Checking	AUTO	Ebay		[General]	DR	-5.98
12/10/2019	Checking	41513	The Graphic Edge	Inv #1382953 & 1381769 - GBB Shirts	[Girls Basketball]		-722.44
12/10/2019	Checking	41514	Schuyler Middle School	JH Wrestling Entry Fee	[Athletics]		-100.00
12/10/2019	Checking	41515	Friend High School	WR Entry Fee	[Athletics]		-125.00
12/10/2019	Checking	41516	Palmyra High School	WR Entry Fee	[Athletics]		-75.00
12/10/2019	Checking	41517	Sportboardz	FB/TR/XC/VB/SB record board updates	[Dist. Events]		-85.00
12/10/2019	Checking	41518	MFAC, LLC	Track Equipment	[Athletics]		-647.95
12/10/2019	Checking	41519	Jenny Wagner	Unified Bowling Meal	[Dist. Events]		-70.00
12/10/2019	Checking	41520	Nikki Klanecky	Supplies	[Concessions]		-195.78
12/10/2019	Checking	41521	Bronco Spur	Inv #333 - pizza	[Concessions]		-207.00
12/10/2019	Checking	41522	AssetGenie, Inc.	Inv #1437896 - Chromebook Parts	[Chromebook Assur]		-85.90
12/10/2019	Checking	41523	AssetGenie, Inc.	Inv #1438157 - Chromebook Repairs	[Chromebook Assur]		-129.00
12/10/2019	Checking	41524	Centennial Lunch Fund	cookies for dist. one act hospitality room	[Dist. Events]		-20.16
12/10/2019	Checking	41525	Dietze Music	Inv. EZ4637-0	[Instr.]		-20.25
12/10/2019	Checking	41526	Country Meats	FFA Fundraiser - Invoice #252272	[FFA]		-89.00
12/10/2019	Checking	41527	American Button Machines	Inv #180401 - button supplies	[Yearbook]		-54.30
12/10/2019	Checking	41528	Lichti Oil	Acct #1223 - pizza	[Concessions]		-112.00
12/10/2019	Checking	41529	Ken Booth	12 Days of Christmas	[Bronco Store]		-62.20
12/10/2019	Checking	41530	Awards Unlimited, Inc.	Varsity Track Meet medals & plaques	[Athletics]		-911.15
12/10/2019	Checking	41531	Water Billboards	Invoice #7775 - Water for Concessions	[Concessions]		-878.84
12/10/2019	Checking	41532	Pac N Save		[Concessions]		-8.34

12/10/2019	Checking	41533	Beaver Crossing Fire & Rescue	JH Wrestling	[FFA]	-23.16
12/10/2019	Checking	41534	Chesterman Company	Pop for Concessions Inside	[Concessions]	-195.42
12/11/2019	Checking	41535	Randy Kissinger	BB official 12-12-19	[Concessions]	-2,043.73
12/11/2019	Checking	41536	Brady Lollman	BB official 12-12-19	[Athletics]	-140.00
12/11/2019	Checking	41537	Dylan Flinn	BB Official 12-12-19	[Athletics]	-140.00
12/11/2019	Checking	41538	Bob Fish	JV BB Official 12-12-19	[Athletics]	-55.00
12/11/2019	Checking	41539	Nathan Foley	JV BB Official 12-12-19	[Athletics]	-55.00
12/11/2019	Checking	41540	Jessie Hartshorn	JV BB Official 12-12-19	[Athletics]	-55.00
12/11/2019	Checking	41541	Joshua Harris	JV BB Official 12-12-19	[Athletics]	-55.00
12/11/2019	Checking	41542	Mark Tachovsky	JHWR Invite Official 12-14-19	[Athletics]	-275.00
12/11/2019	Checking	41543	Ryan Kratochvil	JH WR Invite Official 12-14-19	[Athletics]	-275.00
12/11/2019	Checking	41544	Scott DeLong	JH WR Invite Official 12-14-19	[Athletics]	-275.00
12/11/2019	Checking	41545	Kyle Petsch	Trackwrestling Worker JHWR Invite 12-14-19	[Athletics]	-150.00
12/11/2019	Checking	41546	Nathan Foley	BB Official 12-14-19	[Athletics]	-120.00
12/11/2019	Checking	41547	Andrew Fitzke	BB Official 12-14-19	[Athletics]	-120.00
12/11/2019	Checking	41548	Tyler Fitzke	BB Official 12-14-19	[Athletics]	-120.00
12/11/2019	Checking	41549	Jesse Hartshorn	JV BB Official 12-14-19	[Athletics]	-55.00
12/11/2019	Checking	41550	Preston Stuhr	JV BB Official 12-14-19	[Athletics]	-55.00
12/11/2019	Checking	41551	Bob Fish	JV BB Official 12-14-19	[Athletics]	-55.00
12/11/2019	Checking	41552	Barry Eitzmann	JV BB Official 12-14-19	[Athletics]	-55.00
12/11/2019	Checking	41553	Nathan Foley	JV BB Official 12-14-19	[Athletics]	-55.00
12/11/2019	Checking	41554	Brady Vossler	JH BB Official 12-16-19	[Athletics]	-125.00
12/11/2019	Checking	41555	Bob Fish	JH BB Official 12-16-19	[Athletics]	-125.00
12/11/2019	Checking	41556	Joshua Harris	JV BB Official 12-17-19	[Athletics]	-55.00
12/11/2019	Checking	41557	Jesse Hartshorn	JV BB Official 12-17-19	[Athletics]	-55.00
12/11/2019	Checking	41558	Preston Stuhr	JV BB Official 12-17-19	[Athletics]	-55.00
12/11/2019	Checking	41559	Synchrony Bank/Amazon	JV BB Official 12-17-19	[Athletics]	-55.00
12/11/2019	Checking	41560	Kurt Hinrichs	Cheese	[Concessions]	-103.14
12/11/2019	Checking	41561	Rod Hartman	BB Official 12-17-19	[Athletics]	-140.00
12/11/2019	Checking	41562	Scott Schoneman	BB Official 12-17-19	[Athletics]	-140.00
12/11/2019	Checking	15970	Jenny Wagner	BB Official 12-17-19	[Athletics]	-140.00
12/11/2019	Checking	15971	Nikki Klanecky	Gates G/BBB 12-7-19	[Athletics]	629.00
12/11/2019	Checking	15972	Nikki Klanecky	Con G/BBB 12-7-19	[Concessions]	1,370.30
12/11/2019	Checking	15973	Jenny Wagner	Conc Res BB 12-9-19	[Concessions]	310.25
12/12/2019	Checking	15974	Susan Dickey	Gate Res BB 12-19-19	[Athletics]	184.00
12/12/2019	Checking	15975	Susan Dickey	Key Deposit	[Athletics]	400.00
12/12/2019	Checking	15976	Dan Tesar	Key Deposit	[General]	150.00
12/12/2019	Checking	15977	Tricia Hirschfeld	replacement power adapter	[Chromebook Assur]	20.00
12/12/2019	Checking	15978	Cam Scholl	sold shirts - Rivalry LLC	[JH Girls B-ball]	176.13
12/12/2019	Checking	15979	Jenny Wagner	Raffel \$3690 BB Camp \$200	[Boys Basketball]	3,890.00
12/12/2019	Checking	15980	Katie Goesch	lost book	[General]	17.95
12/12/2019	Checking	15981	Marge Rhodes		[St. Co.]	20.44
					[Dist. Events]	22.32
					[Library]	16.93
					[General]	72,909.75

12/18/2019	Checking	41579	BSN Sports LLC	Staff Shirts	[Dist. Events]	-946.65
12/18/2019	Checking	41580	Scorecast Inc	Sportzcast for Striv - Inv 17344	[Athletics]	-349.00
12/18/2019	Checking	41581	Dana Yamber	Book	[Library]	-10.23
12/18/2019	Checking	41582	Chesterman Company	Inv 10210687 - Conc. Pop Inside	[Concessions]	-213.00
12/18/2019	Checking	41583	Karly Behrendt	Heartland HC Music	[Vocal]	-23.40
12/18/2019	Checking	15997	Nikki Klanecky	Conc BB 21-17-19	[Concessions]	1,310.50
12/18/2019	Checking	15998	Jenny Wagner	Gates BB 12-17-19	[Athletics]	296.00
12/18/2019	Checking	AUTO	PayPal *Ebay Edrick Tech		[General]	-60.30
12/19/2019	Checking	41584	Michael Hoppes	Coach Hoppes	[Football]	-800.00
12/19/2019	Checking	41585	Sports Express	JH FB Helmet Stickers - Inv #H30012	[Athletics]	-54.00
12/19/2019	Checking	41586	Cash-Wa Distributing	Concessions Supplies	[Concessions]	-848.76
12/19/2019	Checking	41587	Centennial EducationAssociation	Coca-Cola Pop Machine	[General]	-17.95
12/19/2019	Checking	15999	Holly Podliska	Farm Safety Day & Fruit Sales	[FFA]	583.00
12/19/2019	Checking	AUTO	PayPal *Ebay ZHAOZIFENG		[General]	-83.96
12/20/2019	Checking	41588	Elf Society - Kathy Calder	BB Concessions	[Concessions]	-1,039.84
12/20/2019	Checking	41589	Newman Grove Public School	Newman Grove WR Invite	[Athletics]	-80.00
12/20/2019	Checking	41590	MFAC, LLC	Track Equipment	[Athletics]	-647.95
12/20/2019	Checking	41591	Robert Gillespie	BB Official	[Athletics]	-120.00
12/20/2019	Checking	41592	Isaak Russell	BB Official	[Athletics]	-120.00
12/20/2019	Checking	41593	Mike Endorf	BB Official	[Athletics]	-120.00
12/20/2019	Checking	41594	Nathan Foley	BB Official	[Athletics]	-55.00
12/20/2019	Checking	41595	Bob Fish	BB officials	[Athletics]	-55.00
12/20/2019	Checking	41596	Preston Stuhr	BB Official	[Athletics]	-55.00
12/20/2019	Checking	41597	Zane Anstine	BB Official	[Athletics]	-55.00
12/20/2019	Checking	AUTO	PayPal *Ebay Delmagic	Key Deposit	[General]	-79.00
12/20/2019	Checking	16000	Susan Dickey	Winter team pics/buttons/senior	[Wt. Room]	300.00
12/20/2019	Checking	16001	Kelly Hesel	retirement	[Yearbook]	91.00
12/26/2019	Checking	AUTO	PayPal *Ebay 800SELLCOM		[General]	-185.00
12/26/2019	Checking	AUTO	Nebraska Retirement Systems		[General]	-74,916.87
12/1/2019 - 12/31/2019						-68,397.14
						113,722.06
						115,492.01
						-183,889.15
						-68,397.14

NOTES:

12/17/2019 | Checking | 15992 | Jenny Wagner | Gates JHWR Invite | \$348.75 -- This was voided on 1-6-2020 as the amount for the gate was not correct and the receipt/entry in quicken was mistakenly written/typed. Amount voided will be reflected on the January 2020 reports as the reports for December were already done.

12/17/2019 | Checking | 41565 | Creighton EMS | \$0.00 -- Blank check was given and amount check was written for was not entered in before December's end of month was done. Amount was entered in on 1-6-2020 for the amount of \$100. Will verify amount on January bank statement and amount will be reflected on the January reports.

12/31/2019

ACCOUNT	Nov 2019 BALANCE	RECEIPTS	DISBURSEMENTS	Dec 2019 BALANCE
BOOKS	\$194.60	\$147.34	\$147.34	\$194.60
BOXTOPS	\$2,718.74			\$2,718.74
PICTURES	\$1,461.67			\$1,461.67
GENERAL	\$4,032.06	\$20.00	\$364.32	\$3,687.74
BACKPACK	\$19,228.23	\$2,150.00	\$3,748.50	\$17,629.73
READING CLASSIC				0
PE GRANT	\$4,200.00			\$4,200.00
TOTAL	\$31,630.31	\$2,317.34	\$4,260.16	\$29,892.48

Elementary Activity Balance: \$29,892.48

Outstanding Checks:

Deposit missed by bank

Bank Balance: \$29,892.48

Elementary Activity Savings Account \$2,980.99

Interest on Activity Savings Account \$1.50

Other

Total in Savings: \$2,982.49

December 31, 2019

	Dec. 1 Balance	Received	Expenditures	Jan. 1 Balance
ART	\$4.09			\$4.09
ATHLETICS	-\$13,932.33	\$4,284.75	\$7,905.05	-\$17,552.63
BAND TRIP	\$8,595.80	\$150.00		\$8,745.80
BOOSTER CLUB	\$0.00			\$0.00
BOYS BASKETBALL	\$614.48	\$3,890.00	\$4,533.90	-\$29.42
BRONCO STORE	\$2,398.96	\$25.00	\$170.10	\$2,253.86
C CLUB	\$419.02			\$419.02
CHROMEBOOK ASSURANCE	\$4,407.45	\$20.00	\$214.90	\$4,212.55
CLASS '18	\$0.00			\$0.00
CLASS '19	\$99.51			\$99.51
CLASS '20	\$2,104.11			\$2,104.11
CLASS '21	\$4,185.25			\$4,185.25
CLASS '22	\$326.83			\$326.83
CONC. MAN	\$982.54	\$71.17		\$1,053.71
CONCESSIONS	\$39,683.55	\$10,436.95	\$7,286.68	\$42,833.82
CROSS COUNTRY	\$192.03			\$192.03
DANCE TEAM	-\$1,698.18	\$1,836.75	\$1,336.18	-\$1,197.61
DIST. EVENTS	\$11,635.30	\$1,149.32	\$1,850.31	\$10,934.31
DRAMA	\$9,274.83	\$150.00	\$47.98	\$9,376.85
DU VARSITY	\$0.00			\$0.00
FBLA	\$5,433.67			\$5,433.67
FCA	-\$39.95			-\$39.95
FCCLA	\$1,117.04	\$215.00		\$1,332.04
FFA	\$14,016.82	\$9,543.00	\$4,439.91	\$19,119.91
FOOTBALL	\$2,438.73		\$800.00	\$1,638.73
GENERAL	\$81,433.67	\$81,113.74	\$154,379.05	\$8,168.36
GIRLS BASKETBALL	\$1,934.97		\$722.44	\$1,212.53
GOLF	\$10.22			\$10.22
INSTR.	-\$3,358.66	\$125.00	\$129.53	-\$3,363.19
JH GIRLS B-BALL	\$1,854.65	\$176.13		\$2,030.78
JH TRACK	-\$31.60			-\$31.60
JH YEARBOOK	-\$52.77			-\$52.77
LIBRARY	\$749.41	\$16.93	\$10.23	\$756.11
MAT GIRL	\$366.81			\$366.81
NHS	\$40.10			\$40.10
ONE ACT	-\$13.54			-\$13.54
QUIZ BOWL	\$373.17	\$160.00		\$533.17
SCIENCE	\$390.81			\$390.81
SHOP/TECH	\$2,025.68			\$2,025.68
SHOW CHOIR	-\$701.89	\$1,026.00		\$324.11
SOFTBALL	\$20.30			\$20.30
SPANISH CLUB	\$0.00			\$0.00
SPEECH	\$511.15			\$511.15
ST. COUN.	\$1,420.94	\$20.44		\$1,441.38
STUDENT FEES	\$0.00			\$0.00
TRACK	\$317.54			\$317.54
VOCAL	-\$2,446.19		\$265.99	-\$2,712.18
VOLLEYBALL	\$6,321.04			\$6,321.04
WRESTLING	\$2,596.78			\$2,596.78
WT. ROOM	\$7,338.56	\$700.00		\$8,038.56
YEARBOOK	-\$11,241.50	\$639.23	\$54.30	-\$10,656.57
	\$182,119.20	\$115,749.41	\$184,146.55	\$113,722.06
CENTENNIAL BANK BALANCE				\$120,816.76
OUTSTANDING CHECKS				\$7,443.45
OUTSTANDING DEPOSITS				\$348.75
Total				\$113,722.06

Year To Date

	Sept. 1, 2019 Balance	Received	Expenditures	YTD Balance
ART	\$4.09	\$0.00	\$0.00	\$4.09
ATHLETICS	-\$17,685.68	\$42,538.30	\$42,405.25	-\$17,552.63
BAND TRIP	\$7,913.48	\$1,057.32	\$225.00	\$8,745.80
BOOSTER CLUB	\$0.00	\$12,800.00	\$12,800.00	\$0.00
BOYS BASKETBALL	\$84.53	\$5,086.11	\$5,200.06	-\$29.42
BRONCO STORE	\$2,402.35	\$1,042.50	\$1,190.99	\$2,253.86
C CLUB	\$419.02	\$0.00	\$0.00	\$419.02
CHROMEBOOK ASSURANCE	\$4,648.25	\$120.00	\$555.70	\$4,212.55
CLASS '18	\$0.00	\$0.00	\$0.00	\$0.00
CLASS '19	\$99.51	\$0.00	\$0.00	\$99.51
CLASS '20	\$2,104.11	\$0.00	\$0.00	\$2,104.11
CLASS '21	\$2,212.05	\$5,630.00	\$3,656.80	\$4,185.25
CLASS '22	\$326.83	\$0.00	\$0.00	\$326.83
CONC. MAN,	\$46.02	\$1,581.81	\$574.12	\$1,053.71
CONCESSIONS	\$38,672.38	\$31,145.87	\$26,984.43	\$42,833.82
CROSS COUNTRY	\$635.03	\$0.00	\$443.00	\$192.03
DANCE TEAM	-\$2,970.68	\$3,876.90	\$2,103.83	-\$1,197.61
DIST. EVENTS	\$10,801.14	\$9,485.78	\$9,352.61	\$10,934.31
DRAMA	\$10,699.83	\$150.00	\$1,472.98	\$9,376.85
DU VARSITY	\$0.00	\$0.00	\$0.00	\$0.00
FBLA	\$5,102.90	\$759.37	\$428.60	\$5,433.67
FCA	-\$39.95	\$0.00	\$0.00	-\$39.95
FCCLA	\$1,216.26	\$1,037.18	\$921.40	\$1,332.04
FFA	\$2,228.22	\$24,088.58	\$7,196.89	\$19,119.91
FOOTBALL	\$7,829.69	\$90.00	\$6,280.96	\$1,638.73
GENERAL	\$8,750.66	\$314,936.24	\$315,518.54	\$8,168.36
GIRLS BASKETBALL	\$909.97	\$1,025.00	\$722.44	\$1,212.53
GOLF	\$10.22	\$0.00	\$0.00	\$10.22
INSTR.	-\$3,450.03	\$717.23	\$630.39	-\$3,363.19
JH GIRLS B-BALL	\$1,854.65	\$176.13	\$0.00	\$2,030.78
JH TRACK	-\$31.60	\$0.00	\$0.00	-\$31.60
JH YEARBOOK	-\$52.77	\$0.00	\$0.00	-\$52.77
LIBRARY	\$857.32	\$51.60	\$152.81	\$756.11
MAT GIRL	\$366.81	\$0.00	\$0.00	\$366.81
NHS	\$40.10	\$0.00	\$0.00	\$40.10
ONE ACT	-\$13.54	\$0.00	\$0.00	-\$13.54
QUIZ BOWL	\$523.52	\$300.00	\$290.35	\$533.17
SCIENCE	\$390.81	\$0.00	\$0.00	\$390.81
SHOP/TECH	\$2,025.68	\$0.00	\$0.00	\$2,025.68
SHOW CHOIR	-\$808.21	\$3,248.49	\$2,116.17	\$324.11
SOFTBALL	-\$348.22	\$418.44	\$49.92	\$20.30
SPANISH CLUB	\$0.00	\$0.00	\$0.00	\$0.00
SPEECH	\$511.15	\$0.00	\$0.00	\$511.15
ST. COUN.	\$874.94	\$1,318.16	\$751.72	\$1,441.38
STUDENT FEES	\$0.00	\$0.00	\$0.00	\$0.00
TRACK	\$317.54	\$0.00	\$0.00	\$317.54
VOCAL	-\$2,552.70	\$150.00	\$309.48	-\$2,712.18
VOLLEYBALL	\$5,087.87	\$3,722.00	\$2,488.83	\$6,321.04
WRESTLING	\$2,596.78	\$0.00	\$0.00	\$2,596.78
WT. ROOM	\$7,238.56	\$800.00	\$0.00	\$8,038.56
YEARBOOK	-\$974.18	\$1,770.23	\$11,452.62	-\$10,656.57
	\$100,874.71	\$469,123.24	\$456,275.89	\$113,722.06
			Total	\$113,722.06

January 2020
December 2019 Bank Statement

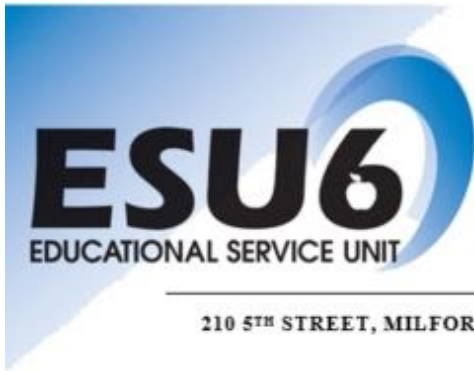
CENTENNIAL PUBLIC SCHOOL INVESTMENTS

FUND	BANK	TYPE OF INVESTMENT	INT. RATE AMOUNT	INT.REC
Lunch Fund	First Bank of Utica	Checking 180000	\$4,124.16	
		Total	<u>\$4,124.16</u>	
Depreciation Fund	Farmers & Merchants	MMA 436 949	\$106,744.89	\$28.07
		Total	<u>\$106,744.89</u>	
Unemployment Ins.	Cornerstone Bank	Certificate 613277	\$55,360.05	\$0.00
	Cornerstone Bank	MMA 81190	\$10,893.05	\$1.30
		Total	<u>\$66,253.10</u>	
Building Fund	First Bank of Utica	Checking 18 064 6	\$82,334.84	\$14.28
		Qualified Cap Bond 180554	\$136,121.95	\$57.69
		Total	<u>\$218,456.79</u>	
General Fund	Farmers & Merchants	MMA 436 436 Closed 12/10/19	\$0.00	\$0.00
	Cornerstone Bank	MMA 300079871 Closed 12/11/2019	\$0.00	\$0.00
	Cornerstone Bank	CD 78290 36mo 02/27/2020	\$135,391.03	\$0.00
	York State, Gresham	MMA 1027291 Closed 12/10/19	\$0.00	\$0.00
	York State, Gresham	CD 5204	\$179,302.27	\$0.00
	York State, Gresham	CD 5215 CLOSED 12/10/19	\$0.00	\$0.00
	First Bank of Utica	PayFlex Acct	\$19,712.55	\$0.00
		Total	<u>\$334,405.85</u>	<u>\$0.00</u>
	First Bank of Utica	Checking 180505	\$234,249.38	\$38.06

Total Invested All Accounts Combined

\$964,234.17

Total amount invested at Farmers & Merchants	\$106,744.89
Total amount invested at First Bank of Utica	\$476,542.88
Total amount invested at Cornerstone Bank, Waco	\$201,644.13
Total amount invested at York State, Gresham	<u>\$179,302.27</u>
Total Invested	<u>\$964,234.17</u>



210 5TH STREET, MILFORD, NE 68405...402/761-3341 OR 800/327-0091...402/761-3279 (FAX)...www.esu6.org

Spring 2020 School Board - School Improvement Goal Facilitation for Centennial Public School

Mission Statement

Our mission is to provide a quality education through shared responsibility in a safe supportive environment for all students to meet the challenges of a global society.

To be facilitated by Dr. John Skretta, ESU 6, in support of Centennial Public School. Thank you for the opportunity to support Centennial Public School!

Proposed Timeline

Annual retreat of the Board occurs in June.

Leading up to that, we will work with Board and Superintendent and School Improvement team on mission, vision, and SI goal alignment. Projected:

- Meet w/Board for one hour before regular Board meetings throughout the spring to facilitate discussion.
- Board meets second Mon. of every month at 8 PM; meeting preceding it would be at 7 PM Feb, March, April and possibly May
- March 16th full day of PD
 - Facilitate teacher work on this so there is opportunity for substantive teacher input and dialog enlisting ownership for all and leveraging their expertise.

The big question: ***“Are we on the right path?”***

- The sub-questions:
 - “What are we doing well?” & “What should we be celebrating?”
 - “How can we do even better?” & “How will we know when we are?”
 - “What is changing in our environment we need to prepare for?”

January 13 - 8 PM John brief introduction to Centennial Board

- Overview of process, discussion about intentions/outcomes for this spring

January 27th Full Board and SI Group (First collaborative kickoff meeting)

Our intent is to have some valuable tools in your hands and help forge a greater sense of unity and clarity in your efforts with the aim of providing you with positive energy and focus for your June Board retreat and forging ahead from there!

**CENTENNIAL PUBLIC SCHOOL BOARD OF EDUCATION ANNUAL CALENDAR OF MEETING TOPICS
2020**

- January**
1. Install New Members; Elect Officers
 2. Discuss Pending Legislation
 3. Transportation Needs
 4. Board Tentative Annual Calendar of Meeting Topics
 5. Negotiations
 6. Set Summer Driver Education Rates for Students
 7. Assign/designate Person for AHERA
 8. Set Rental Fees for School Facilities
- February**
1. Discuss Pending Legislation
 2. Consider Summer School
 3. Make Committee Assignments; NASB Voting Delegate/LRN Rep
 4. Review Curriculum and Graduation Requirements
 5. Consider Rates for Out of District Transportation
 6. Consider School Calendar for Following Year
 7. Appoint Superintendent as Centennial's Federal & State Programs Representative
 8. Review Enrollments
 9. Review Student Achievement Data
- March**
1. Discuss Pending Legislation
 2. Take Reduction in Force Action if Necessary; Staffing Recommendations
 3. Approve Foundation Board of Director Memberships
 4. Consider Administrative Salaries
 5. Board of Education Self-Evaluation
- April**
1. Consider Textbook Requests
 2. Discuss Legislation
 3. Discuss Board Retreat
- May**
1. Consider Major Equipment and Furniture Requests
 2. Review Legislation
 3. Consider Prices for Admission to School Events; Set Hot Lunch Prices
 4. Set Rates for Mileage, Lodging, Meals - Trips
- June**
1. Review & Implement Evaluation Procedures for Board of Education, Supt. of Schools and Teachers
 2. Consider Athletic Department Budget
 3. Consider Handbook Revisions
 4. Establish Option Enrollment Class Sizes for Following Year
- July**
1. Budget Review
 2. Consider Audit Bids (As needed)
 3. Student Fees Hearing
 4. Hold Parent Involvement and Title I Parent Involvement Policies Hearing
 5. Review Bullying, Multicultural Education, Student Assessment, Teacher Evaluation, Student Academic Performance, Safety and Security Committee, and Attendance and Excessive Absenteeism Policies
 6. Consider Appointment of School Attorney
 7. Consider Bids for Vehicle Fuel & Milk
 8. Approve Board Goals
- August**
1. Hold Budget Hearing/Adopt Budget/Related (This may be a September agenda item)
 2. Announce Upcoming NASB District Meetings
 3. Review Teaching Assignments
 4. Review Extra Duty Assignments
 5. Review Transportation Annual Report
- September**
1. Review Enrollment
 2. Consider Negotiations Request
- October**
1. Consideration of Past Board Members Meeting (January of even years)
- November**
1. Consider Acceptance of Audit Report
 2. Discuss NASB/NASA Convention Plans
 3. Multicultural Education Annual Status Report
 4. Delegate Assembly/NASB LRN Board Input
- December**
1. Convention Reports
 2. Consider Superintendent Contract
 3. Consider Curriculum Changes for Next School Year/SPED Evaluation
 4. Special Education Update
 5. Superintendent Evaluation

Centennial Public School Rental Fees

	Non-Profit	Profit
Downtown Gym	\$50	\$100
Multipurpose Room (Small Gym)	\$30	\$50
Kitchen	\$50	\$100
**A School Employed Kitchen Staff Member must be present and paid by the renter.		
Cafeteria	\$25	\$50
East Gym	\$75	\$200
West Gym	\$100	\$250
Commons Area Outside Gyms	\$50	\$100
Classroom	\$15	\$25
Auditorium	\$100	\$250

****A school approved light and sound technician must be present and paid by the renter.**

If it is determined that a custodian needs to be present, they will be paid by the renter.

Effective: June 1, 2018



AIA[®]

Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18th day of December in the year 2019
(In words, indicate day, month and year.)

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

Centennial Public Schools, a/k/a Seward County School District 80-0567
P.O. Box 187
1301 Centennial Avenue
Utica, NE 68456

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

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508-2883

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

Centennial Public Schools Renovations

The Owner and Architect agree as follows.

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Phase 1: Renovate the three original restroom groupings located in the south elementary, middle school, and high school.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall, when appropriate, adjust the terms of this Agreement to accommodate material changes in the Initial Information.

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

- .1 General Liability with policy limits of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate for bodily injury and property damage.
- .2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate for bodily injury, death of any person, and property damage, along with any other statutorily required automobile coverage.
- .3 Workers' Compensation at statutory limits.
- .4 Professional Liability in the amount of not less than five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) in the aggregate.
- .5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

The Architect shall have an endorsement added to its General Liability policy naming the Owner as an additional insured.

§ 2.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for any coverage listed in section 2.2, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.4 The Architect agrees to require Subconsultants to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree to modify these requirements for Subconsultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its Subconsultants 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 Subconsultants. The Architect agrees that it will contractually obligate its Subconsultants 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 Subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.5 The Architect hereby warrants 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 the 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.

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 coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 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. 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.

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

§ 3.1.4 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, its consultants, or the Owner's contractors and 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."

§ 3.1.5 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type.

§ 3.2 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and 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.

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

§ 3.2.6 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances in order to comply with all with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.3.5 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances when drafting the Construction Documents, including Drawings and Specifications, in order to comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as amended. Architect shall revise and issue the AIA Document A104™-2017 in accordance with Owner's instruction. The Owner and Architect shall amend this Agreement to reflect material changes in Services required by those instructions.

§ 3.4.1.2 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 and in A104-2017, as amended. 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.

§ 3.4.1.3 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 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 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.

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

§ 3.4.2.3 The Architect shall interpret and advise the Owner of that interpretation on 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. Nothing in this Agreement or in A104-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval thereof in writing.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

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

§ 3.4.4.3 The Architect shall review and respond to written 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.

§ 3.4.5 Changes in the Work

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.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services or Additional Services listed in this article are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services or Additional Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services or Additional Services may include environmental studies, landscape design, telecommunications/data, security, interior architectural design, tenant related services, commissioning, and sustainable project services.

Not Applicable

§ 4.2 The Architect may provide Supplemental or Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Supplemental or Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Supplemental or Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Supplemental or Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall 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 Where necessary for the Architect's performance of the Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 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, 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.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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 hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this

Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

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

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

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 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

(Paragraphs deleted)

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

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

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

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

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have

no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner in writing.

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

§ 10.8 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.

§ 10.9 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Tim Ripp – Project Executive/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.

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

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

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

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

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

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

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

this provision may be considered a material breach. The Owner may suspend or terminate the Architect, Subcontractor, and/or Consultant if they violate these laws, regulations, or policies or this provision.

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

§ 10.17 Architect's federal employer identification number is: 47-0468669.

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

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

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

§ 10.20 Intentionally deleted.

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

ARTICLE 11 COMPENSATION

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

- .1
(Paragraphs deleted)
Percentage Basis
(Insert percentage value)

Ten (10) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- (Paragraphs deleted)
- .2 Other – Assumed construction cost range of \$85,000 to \$90,000 per grouping (\$225,000 to \$270,000). Fee range of \$25,500 to \$27,000.

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:

Init.

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

Hourly

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

Hourly

§ 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.:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development	twenty	percent (20	%)
Construction Documents	fifty	percent (50	%)
Phase				
Construction Phase	thirty	percent (30	%)
(Row deleted)				
Total Basic Compensation	one hundred	percent (100	%)

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A – The Clark Enersen Partners Hourly Billing Rates
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project except as otherwise provided in this Agreement;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally omitted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Intentionally omitted;
- .9 Intentionally omitted;

Init.

- .10 Site office expenses; and
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, except as otherwise provided in this Agreement.

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

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) 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.

§ 11.9.2 Progress Payments

§ 11.9.2.1 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 forty-five (45) 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.)

0% (zero percent)

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to 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:

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

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.2 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.2, 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 B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – The Clark Enersen Partners Hourly Billing Rates

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

OWNER (Signature)

Tim DeWaard , Superintendent
(Printed name and title)

ARCHITECT (Signature)

Tim Ripp , Senior Principal
(Printed name, title, and license number, if required)

THE CLARK ENERSEN PARTNERS
HOURLY BILLING RATES
 Effective 7/1/2019

Senior Principal

Berg	\$ 275
Chadwick	\$ 275
Diederich	\$ 275
Rempe	\$ 275
Ripp, T.	\$ 275
Scheer	\$ 275
Schirmer	\$ 275
Stepp	\$ 275
Wise	\$ 275

Senior Principal/Senior Laboratory Planner

Lattig, G.	\$ 375
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Laboratory Planner

Ertl	\$ 260
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Landscape Architect Principal

Nalow	\$ 180
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Senior Landscape Architect (ASLA)

Casper	\$ 150
--------	--------

Landscape Architect (ASLA)

Hauck	\$ 110
Moline	\$ 110
Ray	\$ 110
Silvey	\$ 110
Simpson	\$ 110

Landscape Architectural Intern

Sundine	\$ 90
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Senior Construction Administrator

Clay	\$ 145
Hanna	\$ 145
Hartung	\$ 145
Pavey	\$ 145
Ripp, M.	\$ 145
Stull	\$ 145

Construction Administrator

Bremer	\$ 95
Vestecka	\$ 95

Construction Administration Staff

Lattig, M.	\$ 85
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Administrative and IT Assistant

Bullington	\$ 70
Fickbohm	\$ 70
Krueger	\$ 70
Stansberry	\$ 70
Torres	\$ 70

Architectural Principal

Hier	\$ 180
Keele	\$ 180
Munster	\$ 180
Stolte	\$ 180
Thomas	\$ 180

Architect

Anderson, A.	\$ 145
Beck	\$ 145
Biernbaum	\$ 145
Glawatz	\$ 145
Gunn	\$ 145
Haden	\$ 145
Janiak	\$ 145
McKinney	\$ 145
Roberts	\$ 145
Rogers	\$ 145
Watkins	\$ 145
Wonder	\$ 145
Wooldridge	\$ 145

Senior Architectural Staff

Borkon	\$ 115
Ebner	\$ 115
Kelso	\$ 115
Lane	\$ 115
Michl	\$ 115
Nickelson	\$ 115

Architectural Staff

Barrett	\$ 90
Campbell	\$ 90
Eads	\$ 90
Fieselman	\$ 90
Flores	\$ 90
Pokojski	\$ 90
Speight-Robitaille	\$ 90

Architectural Intern

Brown	\$ 55
Little	\$ 55
Rahn	\$ 55
Schafers	\$ 55
Specht	\$ 55

Senior Interior Designer

Rock	\$ 170
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Interior Designer

Al-Waely	\$ 100
Hinrichs	\$ 100
McGee	\$ 100
Spale	\$ 100

Engineering Principal

Beecher	\$ 210
Gergen	\$ 210
Kent	\$ 190
Walter	\$ 210

Senior Engineer (PE)

Davison	\$ 190
Mitchell	\$ 190
Niemann	\$ 190
Onnen	\$ 190

Engineer (PE)

Adams	\$ 150
Boyer	\$ 150
Mahoney	\$ 150
McKie	\$ 150
Palan	\$ 150
Uhing	\$ 150
Wilson	\$ 150
Wroblewski	\$ 150

Senior Engineering Staff

Capek	\$ 130
Krysl	\$ 130
Nelson	\$ 130
Preister	\$ 130
Wittstruck	\$ 130

Engineer (EI)

Allen	\$ 110
Baldwin	\$ 110
Christiansen	\$ 110
Denton	\$ 110
Eames	\$ 110
Gay	\$ 110
Ratzki	\$ 110
Ruel	\$ 110
Sharp	\$ 110
Slattery	\$ 110

Engineering Staff

Bowman	\$ 80
Creviston	\$ 80
DuSchene	\$ 80
Muir	\$ 80
Swift	\$ 80
Winter	\$ 80

Engineering Intern

Anderson, V.	\$ 55
Evans	\$ 55

THE CLARK ENERSEN PARTNERS
HOURLY BILLING RATES
Effective 7/1/2019

Marketing Principal

Everitt \$ 190

Business Development

McVey \$ 170

Senior Marketing Staff

Koolen \$ 115

Marketing Staff

Dolson \$ 80

O'Neill \$ 80

Ornduff \$ 80

Graphic Designer

Kottmeyer \$ 80

Interior Design Intern

Siniard \$ 55

Business Principal

Stover \$ 150

Manager

Merkel \$ 150

Pierce \$ 150

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:46:47 CT on 12/18/2019 under Order No. 4615262306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

OWNER'S ATTORNEY

(Title)

12-18-19

(Dated)

Additions and Deletions Report for

AIA® Document B104™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:46:47 CT on 12/18/2019.

PAGE 1

AGREEMENT made as of the 18th day of December in the year 2019

...

Centennial Public Schools, a/k/a Seward County School District 80-0567
P.O. Box 187
1301 Centennial Avenue
Utica, NE 68456

...

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508-2883

...

Centennial Public Schools Renovations

PAGE 2

Phase 1: Renovate the three original restroom groupings located in the south elementary, middle school, and high school.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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, shall, when appropriate, adjust the terms of this Agreement to accommodate material changes in the Initial Information.

PAGE 3

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

§ 2.2 The Architect shall maintain the following insurance ~~until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:~~

~~(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)~~ for the duration of this Agreement. The Architect shall submit proof of such insurance to the Owner before

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

.1 General Liability with policy limits of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

.2 — Automobile Liability

.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate for bodily injury, death of any person, and property damage, along with any other statutorily required automobile coverage.

.3 Workers' Compensation at statutory limits.

.4 Professional Liability in the amount of not less than five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) in the aggregate.

.4 — Professional Liability.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

The Architect shall have an endorsement added to its General Liability policy naming the Owner as an additional insured.

§ 2.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for any coverage listed in section 2.2, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.4 The Architect agrees to require Subconsultants to comply with the insurance provisions required of the Architect pursuant to this Agreement unless the Architect and Owner mutually agree to modify these requirements for Subconsultants whose work is of relatively small scope. The Architect agrees that it will contractually obligate its Subconsultants 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 Subconsultants. The Architect agrees that it will contractually obligate its Subconsultants 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 Subconsultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

§ 2.5 The Architect hereby warrants 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 the 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.

PAGE 4

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Architect will provide all professional services necessary for the complete design and construction documentation of the Project. The Architect agrees that the Basic Services Fee, as stated in Article 11, represents adequate and sufficient compensation for its timely provision of all professional Basic Services (including

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

...

§ 3.1.4 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, its consultants, or the Owner's contractors and 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."

§ 3.1.5 The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with all appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such laws, codes and regulations and in order to expedite all permitting procedures. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type.

PAGE 5

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and 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.

...

§ 3.2.6 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances in order to comply with all with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

...

§ 3.3.5 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise the same level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances when drafting the Construction Documents, including Drawings and Specifications, in order to comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Owner and Architect existing at the time such documents are completed by the Architect.

...

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. ~~If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Contractor, as amended. Architect shall revise and issue the AIA Document A104™-2017 in accordance with Owner's instruction. The Owner and Architect shall amend this Agreement to reflect material changes in Services required by those instructions.

§ 3.4.1.2 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. ~~Agreement and in A104-2017, as amended.~~ 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.

§ 3.4.1.3 ~~Subject to Section 4.2, the~~ 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.

PAGE 6

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of ~~construction, or as otherwise required in Section 4.2.2, construction~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to ~~determine, in general, determine~~ 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.

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

§ 3.4.2.3 The Architect shall interpret and ~~decide~~ advise the Owner of that interpretation on 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. Nothing in this Agreement or in A104-2017, as amended, shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval thereof in writing.

PAGE 7

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

§ 3.4.4.2 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 review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Nothing in this Agreement shall be construed as an Owner's authorization to the Architect to delegate design responsibility. Except for delegation to consulting engineers who are responsible to, and in privity with, the Architect, any delegation of design responsibility by the Architect must be specifically authorized in writing, in advance, by the Owner, which authorization can be withheld by the Owner for any reason.~~

§ 3.4.4.3 The Architect shall review and respond to written 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.

...

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 4.2.3, 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.

...

§ 4.1 Supplemental Services or Additional Services listed in this article are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services or Additional Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services or Additional Services may include ~~programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.~~ (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.) ~~commissioning, and sustainable project services.~~

Not Applicable

§ 4.2 The Architect may provide Supplemental or Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Supplemental or Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Supplemental or Additional Services until the Architect

receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Supplemental or Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

~~§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.~~

~~§ 4.2.2 The Architect has included in Basic Services — (—) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§ 4.2.4 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

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~~§ 5.3 The Where necessary for the Architect's performance if the Services, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.~~

~~§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Architect shall coordinate its Services and those of its Consultants with services provided by the Owner.~~

~~§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous ~~materials~~ materials, where needed for performance of the Work and where the need is not the result, in whole or in part, of the Architect's negligence or failure to perform.~~

~~§ 5.6 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~~ 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.~~

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~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5.~~ 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, 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, as a Supplemental Service estimate.

...

§ 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 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. Work. , the Architect's services for modifying the Construction Documents shall be without additional compensation.

...

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

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

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

§ 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.

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive 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 9.6.

§ 8.2 Mediation

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

§ 8.2.2 Mediation, 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. 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.

§ 8.2.3 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 the Agreement.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

§ 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.

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

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

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

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

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

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all 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.~~

§ 9.1 The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended

termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

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

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

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

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

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

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. Contractor as amended, unless a contrary definition is set forth or inferable from this Agreement.

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

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

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§ 10.9 The Services provided by the Architect are deemed to be personal in nature. The Architect hereby appoints the following individuals to the Project Team: Tim Ripp – Project Executive/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.

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

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

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

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

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

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

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

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

§ 10.17 Architect's federal employer identification number is: 47-0468669.

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

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

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

§ 10.20 Intentionally deleted.

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

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

.1 Stipulated Sum
—— (Insert amount)

.2 — Percentage Basis

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Ten (10) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 — Other
—— (Describe the method of compensation)

.2 Other – Assumed construction cost range of \$85,000 to \$90,000 per grouping (\$225,000 to \$270,000). Fee range of \$25,500 to \$27,000.

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Hourly

...

Hourly

§ 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: Architect:

...

Design Phase	<u>Development</u>	<u>twenty</u>	percent (<u>20</u>)
Construction Documents		<u>fifty</u>	percent (<u>50</u>)
Phase					
Construction Phase		<u>thirty</u>	percent (<u>30</u>)

...

See Exhibit A – The Clark Enersen Partners Hourly Billing Rates

<u>Employee or Category</u>	<u>Rate</u>
-----------------------------	-------------

...

- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~ Project web sites;
- .3 ~~Permitting and other fees required by authorities having jurisdiction over the Project;~~ Project except as otherwise provided in this Agreement;

...

- .6 ~~Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~ Intentionally omitted;

...

- .8 ~~Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~ Intentionally omitted;

- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~ Intentionally omitted;

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- .11 ~~Other similar Project-related expenditures.~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, except as otherwise provided in this Agreement.

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

...

An initial payment of zero (\$ 0) 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.

...

§ 11.9.2.1 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 forty-five (45) 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.

...

%—0% (zero percent)

...

§ 12.1 The Architect hereby agrees to maintain the insurance described in Paragraph 2.2 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.2, 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.

...

§ 13.1 This Agreement 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.

PAGE 16

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

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

—
.3 Exhibits:

...

.4 Other documents:

— *(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Exhibit A – The Clark Enersen Partners Hourly Billing Rates

...

Tim DeWaard , Superintendent

Tim Ripp , Senior Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Steve Williams, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:46:47 CT on 12/18/2019 under Order No. 4615262306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

BYLAWS
OF
CENTENNIAL SCHOOL FOUNDATION

ARTICLE I.

REGISTERED OFFICE

The registered office of the corporation is 1301 Centennial Avenue, Utica, Nebraska 68456. The corporation may establish other offices as may be determined by the Board of Directors.

ARTICLE II.

DIRECTORS

1. General Powers. The business and affairs of the corporation shall be managed by its Board of directors, which shall have and shall exercise all of the powers of the corporation subject to the limitations imposed by the Articles and by these Bylaws.

2. Number. The number of Directors on the Board of Directors shall be nine (9), one of which shall at all times be a member of the Board of Education of Seward County School District 567.

3. Election; Term. Regular elections to the Board of Directors shall be by a majority vote of the members of the Board of Education of Seward County School District 567 present and voting at the first regularly scheduled meeting in March of each calendar year and their terms shall be as provided in the Articles of Incorporation, except that a vacancy on the Board of Directors whether created by the death, resignation, or removal of a Director or by an increase in the number of Directors may be filled at any time. Directors so elected shall take office at the next regularly scheduled meeting.

4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held within the first three (3) months of the calendar year for the purpose of electing officers of the corporation. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.

5. Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of, the President or any two Directors. The person or persons authorized to call such special meetings may fix any time and place for such special meetings.

6. Notice. Notice of any special meeting shall be given by mail posted at least three days prior to such meeting, or personally or electronically delivered. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage there on prepaid. If notice be given electronically, such notice shall be deemed to be delivered when the notice is delivered. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any business may be transacted at any Directors' meeting, of which notice has been given, and at any meeting at which all Directors are present, whether or not notice or waiver thereof has been given.

7. Chairman. The President, or in his absence, the Vice President, or in the absence of both of them, the Chairman chosen by the Directors present, shall preside at all meetings of the Board of Directors.

8. Quorum. Three of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

9. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

10. Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern this corporation in all cases to which they are not inconsistent with the Bylaws, Articles of Incorporation, and any special rules of order adopted by this corporation.

ARTICLE III.

OFFICERS

1. Number. The officers of the corporation shall be a President, a Vice President, a Secretary, each of whom shall be elected by the Board of Directors, and a Treasurer, who shall be the Secretary of the Board of Education of Seward County School District 567.

2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. Removal; Resignation. The Board of Directors, by a majority vote of the Directors at any meeting, may remove from office any officer of the corporation and the Treasurer, and at any meeting may accept the resignation of any officer of the corporation.

4. Vacancies. Any vacancies occurring in the office of President, Vice President, or Secretary by death, resignation, removal, or otherwise may be filled for the unexpired portion of the term of the Board of Directors at a special meeting called for such purpose, but such vacancies need not be filled until the first annual meeting of the Board of Directors subsequent to the vacation of the office, if the Board of Directors does not deem it advisable to fill the vacancy prior to that meeting.

5. President. The President shall be the chief executive officer of the corporation and, subject to the direction and under the supervision of the Board of Directors, shall have general charge of the business affairs and property of the corporation and control of its several officers. The President shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as from time to time may be assigned to the President by these Bylaws or the Board of Directors.

6. Vice President. At the request of the President, or in his absence or disability, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all of the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other duties and responsibilities and may exercise such other powers as from time to time may be assigned to the Vice President by these Bylaws, the Board of Directors, or the President.

7. Secretary. It shall be the duty of the Secretary to keep an accurate record of accounts and proceedings of all Directors' meetings; give all notices required by law, by the Board of Directors, by the Articles of Incorporation, or by these Bylaws; and assist in keeping the books of account of the corporation and its correspondence. The Secretary shall have such other powers as are usually incident to the office or as from time to time may be assigned to the Secretary by these Bylaws, the Board of Directors, or the President. The Board of Directors or the President may delegate all or part of the authority and duties of the Secretary to Assistant Secretaries.

8. Treasurer. The Treasurer shall have custody of the corporation's funds; keep full and accurate accounts of all receipts and disbursements of the corporation, an inventory of assets, and a record of the liabilities of the corporation; deposit all money and other securities in such depositories as may be designated by the Board of Directors, disburse the funds of the corporation as ordered by the President or the Board of Directors, taking proper vouchers for disbursements; and prepare all statements and reports required by law, by the President, or by the Board of Directors. The Treasurer shall have such other duties and responsibilities and may

exercise such other powers as are usually incident to the office or as from time to time may be assigned to the Treasurer by these Bylaws, the Board of Directors, or the President.

ARTICLE IV.

COMMITTEES

Committees of the Board of Directors. The Board of Directors shall have full power to constitute such committees as it deems necessary or desirable to advise or assist it in the transaction of the business of the corporation. The members of such committees need not be Directors of the corporation. Each such committee shall have only that authority and responsibility which is expressly delegated to it by the Board of Directors at the time the committee is organized or from time to time thereafter.

ARTICLE V.

FISCAL YEAR

The fiscal year of the corporation shall end on December 31 of each year hereafter.

ARTICLE VI.

WAIVER OF NOTICE

Whenever any notice is required to be given to any Director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Nebraska Nonprofit Corporation Act, a waiver thereof in writing, signed by the Director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII.

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of the corporation with such powers and to perform such acts or duties on behalf of the corporation as the Board of Directors may see fit, so far as may be consistent with these Bylaws, to the extent authorized or permitted by law.

ARTICLE VIII.

CONTRACTS

The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to a specific

instance, and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

ARTICLE IX.

VOTING STOCK OWNED BY THE CORPORATION

Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the corporation to vote either in person or by proxy at any meeting of stockholders of any corporation in which this corporation may hold stock, and at any such meeting may possess and exercise all of the rights and powers incident to the ownership of such stock which, as the owner thereof, this corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

ARTICLE X.

PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No Director, officer, or employee of or member of a committee of or person connected with the corporation, or any other private individual shall receive any of the net earnings of pecuniary profit from the operations of the corporation, provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the corporation in effecting any of its purposes as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the corporation. Upon dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the assets of the corporation, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over as provided in the Articles of Incorporation.

FOUNDATION TAX # 47-0738621

BYLAWS
OF
CENTENNIAL SCHOOL FOUNDATION

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4. Regular Meetings. A regular annual meeting of the Board of Directors shall be held ~~on the second Monday of March each year without other notice that these Bylaws, for the purpose of~~

with in the first three months of the calendar year

electing officers of the corporation. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.

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or electronically 6. Notice. Notice of any special meeting shall be given by mail ~~posted~~ at least three days prior to such meeting, or ~~personally delivered or telegraphed.~~ If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, ^{electronically} such notice shall be deemed to be delivered when the telegram ^{notice is delivered} is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any business may be transacted at any Directors' meeting, of which notice has been given, and at any meeting at which all Directors are present, whether or not notice or waiver thereof has been given.

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~~3. Subordinate Officers. The Board of Directors from time to time may appoint subordinate officers, except Assistant Treasurers, each of whom shall hold office at the pleasure of the Board of Directors or for such term as the Board of Directors may designate. The Board of Directors may delegate to any officer the power to appoint any such subordinate officers and to prescribe their respective authorities, duties, and terms of office. Until notified otherwise by the Board of Education of Seward County School District 567 the Executive Director of the Foundation, who shall be responsible for the day to day administration of the Foundation's business affairs, shall be appointed by the Superintendent of Schools of Seward County School District 567.~~

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PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

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Director of Special Services

Board Report

January 2020

1. Was gone from the district as many days as I was present in December. Sorry about that.... Feeling much better now :)
2. During the month of December:
 - a. 4 IEP meetings (Thank you Colin for covering 2 of them)
3. The Targeted Improvement Plan for Special Education was submitted by December 2nd. This included information regarding our TSI (Targeted Support and Improvement) classification and plans for improving student outcomes in special education.
4. Attended York Treatment team meeting on December 10th.
5. Had a Bronco Pride Classroom Leadership team meeting to discuss student's programs and any changes if needed for students.
6. Preschool had one student move and we have one new student that moved into the district that started January 7th.
7. Continuing my work with Special Education Teachers on High Leverage Practices. We try to meet every Monday morning on best practices using the IRIS Center Modules and Google Classroom.

Elementary Principal
Board Report
January 13, 2020

1. Mission Monday: January we are focusing on Individualism
2. Tech in the Elementary
3. INSIGHTS
4. Elementary Bronco Christmas Tree
5. Data Meetings
6. PBIS Rewards
7. Nebraska Reading Act Update

**Secondary Principal's Report
January 13, 2020**

1. **2nd Semester Is Underway...**
2. **I will be meeting with seniors to discuss their progress towards graduation & to do some planning for the remainder of the year...**
3. **Winter MAP Growth Testing started this week...**
4. **We will be beginning NSCAS and ACT prep work soon...**
5. **reVISION Grant Team, Threat Assessment Team, etc. have been meeting...**
6. **Mr. Fish & I have been discussing forming a committee to talk through some potential changes to Scholastic Supper, Honors Night, criteria for being recognized, etc...**

SUNDAY AFTERNOON PRACTICE REQUESTS

**Feb 2nd (Girls & Boys) - SNC Tourney begins Feb 3rd
Feb 16th (Girls) - Sub-districts begin Feb 17th
Feb 23rd (Boys) - Sub-districts begin Feb 24th
Possibly March 1 (Boys Sub-State)**

SUPERINTENDENT'S REPORT

January 13, 2020

1. NASB will be hosting their Legislative Issues Conference on Sunday, February 9th and Monday, February 10th at the Cornhusker in Lincoln. If you are interested, please let me know.
2. NRCSA will be hosting a Legislative Forum on Wednesday, February 26th at the Cornhusker in Lincoln. This workshop allows the opportunity to have lunch with our senator. The details are still being finalized for this conference.
3. The NRCSA Spring Conference will be held on March 26th and 27th in Kearney. This is generally one of the best conferences of the year. Please try to attend if possible.
4. The Negotiations Committee needs to find a time to meet. Teachers are proposing January 22nd.
5. We need to find a time for a Past Board Member's Meeting. March has worked well in the past. Please bring your calendars.