Regular School Board Meeting
Wednesday, November 18, 2026 5:30 PM

Kalmiopsis Elementary/Room 51
650 Easy St
Brookings, Oregon 97415

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Early Items
   3.a. Building Presentation - Athletics & Activities Report Fall 2026
   3.b. Student Rep Report - Nola Keskeny
4. Citizen Input
   - Information on Public Input policies is available at www.brookings.k12.or.us/board/. Written comments must be received at least 24 hours in advance of the meeting date and time. Interested members of the public who wish to speak at the meeting during the public comment time, can RSVP online up until noon on the day of the meeting. For in-person meetings, all are welcome to come to the meeting and fill out a "blue card" signifying that they would like to give public comment and give it to the Board Chair at the start of the meeting with no prior reservation or notification needed.
5. Consent Agenda
   5.a. Approve Minutes
   5.b. Approve Bills
   5.c. Approve New Hires
      - N/A this month, see HR Report in next item.
   5.d. Approve Extra Duty Contracts
   5.e. Acceptance of Gifts & Donations
6. District Reports and Information
   6.a. Comments from the Superintendent
      - Parent/Teacher Conferences
      - Kalmiopsis Elementar Playground Equipment
   6.b. District Reports
   6.c. Finance Reports
   6.d. Enrollment Summary
7. Action Items
   7.a. Approve Recommendation and Contract for BHHS Classroom Addition Seismic Rehabilitation Grant
8. Board Functions and Comments
9. Key Dates and Calendar Updates
   - Regular School Board Meeting, 5:30 p.m. Wednesday, Dec. 16, Kalmiopsis Elementary, Room 51, 650 Easy St., Brookings, OR. Followed by School Board Work Session.
10. Adjournment

DRAFT Minutes
Brookings-Harbor School District 17C
Regular School Board Meeting

Wednesday, October 21, 2026 | 5:30 p.m.
Kalmiopsis Elementary School, Room 51
650 Easy Street, Brookings, Oregon 97415
Video Recording: https://www.youtube.com/watch?v=wVt5BG2ZB8U

In attendance:

- Jay Trost, Board Chair (presiding)
- Trish Walker, Board Vice Chair
- Katherine Johnson, Board Member
- Janece Payne, Board Member
- Alan Nidiffer, Board Member
- Nola Keskeny, Student Representative
- Helena Chirinian, Superintendent
- Nancy Raskauskas-Coons, Administrative Assistant to the Board

1. Call Meeting to Order

Board Chair Jay Trost called the Regular School Board Meeting to order at 5:30 p.m.

2. Pledge of Allegiance

The Pledge of Allegiance was recited.

3. Early Items

a. Celebrate Student Success: Bicycle and Pedestrian Safety Program at Kalmiopsis Elementary

Kalmiopsis PE teachers Christa Whaley and April Thorson reported on the bicycle and pedestrian safety unit made possible through the Oregon Department of Transportation and Cycle Oregon partnership announced at the September meeting. All 292 students in grades 3-5 have been on bikes. At the start of the unit, 19 percent of students said they did not know how to ride a bike. Over four to five weeks, with the weather cooperating and the unit extended to give students more practice, that number has dropped to 5 percent. Teachers took the pedals off bikes to convert them to balance bikes for beginners, worked in small groups, and moved from the track to the parking lot by the football field as students progressed. Volunteers kept the fleet running, pumping tires and tightening seats and saddles, and the teachers said the program could not have been done without them.

Students are now using turn signals, wearing helmets more consistently, and learning about bike lanes and riding predictably on the road. Every student was individually fitted for a helmet, which took a full day. K-2 students also covered pedestrian safety, with at least one parent reporting that her kindergartner now stops at every crosswalk to look and listen before walking. Students who demonstrated safe riding earned a laminated, signed "driver's license" that reminds them to wear a helmet. The end-of-unit ride to Azalea Park begins October 22, one class at a time, with Principal Matt Bennett, Officer Chris Donovan, and parent volunteers assisting. The bikes and helmets will be returned to Cycle Oregon the middle of the following week.

The teachers said they were surprised how many students had never learned to ride, in part because some families cannot afford a bike. Parents have told them they are saving to buy a bike for Christmas, and one family went on its first family bike ride after their son gained confidence through the program. Many students reported they do not have a helmet at home. Superintendent Chirinian asked the teachers to survey how many students lack helmets so the district can approach community sources for help; the police department, the juvenile department, and Rotary were mentioned as possible partners.

b. Student Representative Report: Nola Keskeny

Student Representative Nola Keskeny reported on music, athletics, and Homecoming. The band competes at Crater High School on Saturday, October 24, and the Seabreeze choir will carol throughout December as a major fundraiser. JV football beat Coquille 30-0 at home on Monday, and varsity football, also coming off a win, has the most wins in a season since 2019 heading into the Homecoming game against Siuslaw on Friday at SOCOMI Stadium, the last home game of the year. The Cave Crew student section has been strong. Volleyball honored seniors Ella Walter and Alexis Peters and manager Cecilia at senior night; the team lost a close match and will not advance to the playoffs. Boys and girls soccer are both advancing to the playoffs.

Leadership is planning the "Starry Night" Homecoming dance in the BHHS gym. The Homecoming game will include senior night for football and band, a special performance by the band and cheerleaders, the Homecoming court, and a 50-50 raffle run by the leadership class. The day of the meeting was "Anything But a Backpack Day" for Spirit Week; Nola reported seeing a crab trap, a dog crate, a car seat, and a fishing net in place of backpacks.

4. Citizen Input

Chair Trost read the Board's public comment statement. One member of the public provided comment.

Glencora Powers of Brookings, a runner, former college instructor of yoga, Pilates, and dance, former professional Irish dancer, and parent of a BHHS student-athlete, spoke about rest and recovery for student athletes. She distributed copies of the National Athletic Trainers' Association Official Statement in Support of Sport Specialization Recommendations for Adolescent and Young Athletes and referred the Board to recommendations 5 and 6. She asked the Board to consider reviewing expectations that athletes train during school breaks (Thanksgiving, winter, and spring break), noting that when coaches communicate consequences for missing practice over a break, students can feel caught between family obligations and their coaches' instructions. Citing overuse injuries she has observed, she asked the district to consider limiting training, including games, to five days a week; building in a recovery period between seasons rather than starting the next sport the Monday after a season ends; and allowing a longer summer break, since multi-sport athletes can be in continuous training from mid-August through late June. She framed the request as a matter of both physical and mental health and of letting students grow as multifaceted people, and asked for more balance and breathing room. Chair Trost thanked her for the comments and the resource.

No further citizen input was received.

Student Representative Nola Keskeny left the meeting at 5:47 p.m.

5. Consent Agenda

The Consent Agenda included:

- Approve Minutes: DRAFT Minutes Regular Board Meeting September 16, 2026; DRAFT Minutes School Board Work Session September 16, 2026
- Approve Bills
- Approve New Hires and Extra Duty Contracts (October 2026 HR Report), including Fernando Villa as HS Assistant Boys Soccer Coach and 2026-27 extra duty assignments at BHHS, AMS, and Kalmiopsis
- Acceptance of Gifts and Donations: a tote of six model rockets, a launch controller, and a solid rocket motor case for science at Azalea Middle School from John W. Zastrow; a ping pong table for Azalea Middle School from Todd Radtke

Alan Nidiffer made the motion to approve the Consent Agenda. Trish Walker seconded the motion. There was no discussion.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

6. District Reports and Information

a. Comments from the Superintendent

2025-26 Division 22 Assurances Report to the Community (Report on Compliance with Public School Standards)

Superintendent Helena Chirinian presented the district's 2025-26 Report on Compliance with Public School Standards, included in the packet. Under OAR 581-022-2305, District Assurances of Compliance with Public School Standards, school district superintendents must report to their community by November 1 of each year on the district's status with respect to all of the Standards for Public Elementary and Secondary Schools adopted by the State Board of Education and set out in Oregon Administrative Rules Chapter 581, Division 22. The report is then submitted to the Oregon Department of Education (ODE) in early November. The report covers the 2025-26 school year, not the current year, and is organized under five categories: High-Quality Learning Experiences for All Students; Aligned and Focused Educational Systems; Engaged Partners and Communities; Safe and Inclusive Schools; and Committed and Supportive Staff.

Chirinian reported that the district was in compliance with every Division 22 standard for 2025-26 with one exception: OAR 581-022-2307, Educational Equity Advisory Committees. The district committee had not yet been formed or held meetings during 2025-26. Two standards, OAR 581-022-2115 (Assessment of Essential Skills: Diploma Requirements) and OAR 581-022-2120 (Essential Skill Assessments for English Language Learners), are waived by the state through the end of the 2027-28 school year and are reported as not applicable. All other standards, covering diploma requirements, physical education, instructional materials, dyslexia screening and teacher training, TAG, alternative education, counseling, state assessments, instructional time, class size, personnel, complaint procedures, health and safety plans, suicide prevention, restraint and seclusion reporting, Every Student Belongs, and staff evaluation standards, among others, were reported as in compliance.

Corrective action plan: For the out-of-compliance standard, the district's corrective action is to launch its equity advisory committee during the 2026-27 school year. Chirinian explained that the district plans to meet the requirement by joining a regional educational equity committee run by the ESD, which meets virtually with Coos Bay and the other districts in the region. A couple of district staff members have volunteered to take part, and the regional committee's focus this year is attendance data for the region, which the district can participate in. Under OAR 581-022-2305, the corrective action must be approved by ODE and completed by the district by the beginning of the 2027-28 school year.

In response to a question from Alan Nidiffer about whether there is a consequence for the noncompliance, Chirinian said she expects ODE to call or email to ask why the district was out of compliance and what it is doing about it. She described the assurances report as a self-reported checklist whose value depends on how honest a district is; ODE does not generally audit the standards a district reports as compliant, but it does follow up closely on anything reported as noncompliant. She cited last year's report, when the district reported itself out of compliance on required PE minutes at the elementary level because there is not enough gym space for the two PE teachers to deliver the required weekly minutes. The district came into compliance by having classroom teachers provide a portion of the PE minutes, which Chirinian noted benefits students who need movement during the day, especially the youngest.

Federal programs monitoring

Chirinian reported that she and Fiscal Director Dede Corpening spent time this week on Title I, Title II, and Title IV monitoring under ODE's new monitoring system, organizing the required documents. The submission is due November 4, and the district hopes to turn it in by the middle of next week. A district whose submission does not satisfy ODE moves to Tier 2 monitoring and then Tier 3, each requiring more documentation, so the district is working to make sure its policies carry current, accurate language.

Kindergarten ABC Fashion Show

Chirinian shared that she attended the Kalmiopsis kindergarten ABC Fashion Show, held after students finish learning the alphabet. Each student wore a decorated grocery-sack vest for their letter, walked a red carpet runway under a balloon arch, and told the audience what they want to be when they grow up, with many choosing service jobs. Parents attended one class at a time.

Trish Walker asked Kalmiopsis Principal Matt Bennett whether the fashion show had been livestreamed so board members and parents who could not attend could watch. Bennett said there was not enough time to arrange it for this event and that he needs to follow up with Chirinian on student safety considerations before putting a livestream out to parents, since anyone would then have access. He took photos and video and shared them with Communications, and parents in attendance took their own photos and videos to share.

b. District Reports

The packet included October reports from Food Service, Maintenance, Transportation, Kalmiopsis Elementary, Azalea Middle School, Brookings-Harbor High School, District Communications, and the Technology Department.

Janece Payne asked about the ParentSquare table in the District Communications report, which lists 520 families at Kalmiopsis. She said the figure appears to count students rather than households, since siblings share parents, and that engagement and participation percentages should be calculated against the actual number of families rather than the number of students. Raskauskas-Coons explained that ParentSquare carries the district's student count, with each

student linked to a unique set of contacts, and that the monthly analytics report, including its metrics and the way they are calculated, is generated by ParentSquare rather than by the district. She noted the platform has been widely adopted at Kalmiopsis, where every classroom uses it in place of Class Dojo, is used by grade-level groups at the middle school, and is used by some classes and teams at the high school, two months into the rollout. Chair Trost observed that a parent with several children in different classes could reasonably be counted for each. Raskauskas-Coons agreed the metric may not be the best measure depending on whether it is sliced by student or by household and said she would look into ParentSquare's methodology and share a more detailed report.

c. Finance Reports and d. Enrollment Summary

The Board reviewed the General Fund revenue and expense summary for the period ending September 30, 2026, and the enrollment comparison current as of October 13, 2026, included in the packet.

e. Division 22 Compliance Report

See Comments from the Superintendent, above.

7. Action Items

a. Approve Superintendent Annual Evaluation Timeline

Chair Trost confirmed with Superintendent Chirinian that the proposed BHSD Superintendent Evaluation Timeline/Process for 2026-27 in the packet is the same document discussed at the September 16 work session, with the contract end date corrected to June 30, 2029. Alan Nidiffer moved to approve the Superintendent Annual Evaluation Timeline as presented. Janece Payne seconded the motion. During discussion, Trost noted that the timeline's introduction explains why the Board evaluates the superintendent, and said the simple answer is that it is the Board's job.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

b. Approve Superintendent Annual Goals

Trish Walker moved to approve the Superintendent's 2026-27 Annual Goals as presented: Goal 1, Strategic Plan Implementation and Student Success Accountability, and Goal 2, Staff Support, Leadership Capacity, and Professional Learning. Katherine Johnson seconded the motion. During discussion, Trost said the goals are a vital portion of the evaluation process and the Board is happy to see it being fulfilled. Board members appreciated that the goals line up with the district's new 2026-2030 Strategic Plan, and Chirinian said she intends to treat the plan as a living document.

Vote called:

- Trish Walker: Aye

- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

c. Approve Budget Committee Applications

Three applications were received for the three Budget Committee positions with terms expiring June 30, 2029. The Board voted on each applicant separately.

Nathan Hanscam (returning member)

Janece Payne moved to appoint Nathan Hanscam to the Budget Committee. Alan Nidiffer seconded the motion. During discussion, Trost said the Board is thankful Hanscam is returning.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

Sonya Billington (returning member)

Alan Nidiffer moved to appoint Sonya Billington to the Budget Committee. Trish Walker seconded the motion. Trost noted that multiple returning members make for a very strong Budget Committee. There was no further discussion.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

Jill te Velde

Janece Payne moved to appoint Jill te Velde to the Budget Committee. Trish Walker seconded the motion. During discussion, board members called te Velde a great candidate and noted her connection to the community college.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

d. 2026 OSBA Election

OSBA Board of Directors, Position 9

Chair Trost noted that Jacqueline Crook, the sole candidate for Position 9, has represented the region on the OSBA Board of Directors for many years. Alan Nidiffer said Crook is a good representative of the area, and Katherine Johnson and Janece Payne agreed. Alan Nidiffer moved to cast the Board's vote for Jacqueline Crook for OSBA Board of Directors Position 9. Janece Payne seconded the motion. There was no further discussion.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

Resolution 1: Adopts the proposed amendments to the OSBA Bylaws

Katherine Johnson moved to cast the Board's vote in favor of Resolution 1, adopting the proposed amendments to the OSBA Bylaws. Janece Payne seconded the motion. During discussion, Johnson said she thinks what OSBA is doing with governance is a good idea.

Vote called:

- Trish Walker: Aye
- Katherine Johnson: Aye
- Janece Payne: Aye
- Alan Nidiffer: Aye
- Jay Trost: Aye

Motion passed 5-0.

8. Board Functions and Comments

a. District Leadership Team/Board Member Committee Involvement and Proposed 2026-27 Schedule

The Board reviewed the proposed 2026-27 District Leadership Team (DLT) schedule: 3:30 to 5:00 p.m. Thursday, December 10, 2026 (principals only, Continuous Improvement Plan draft focus); 3:30 to 5:00 p.m. Thursday, February 11, 2027 (full DLT); 3:30 to 5:00 p.m. Thursday, April 8, 2027 (full DLT); and 4:30 to 6:30 p.m. Thursday, May 13, 2027 (full DLT with dinner). In response to a question from Katherine Johnson, Chirinian confirmed the December 10 session is for principals only, to work on the draft school improvement plans tied to the strategic plan, and that the full DLT will not meet until February 11. Trost said he was glad to have the dates on the calendar early, and Johnson said all four dates work for her schedule.

Trish Walker asked whether the same board members would continue to serve on the DLT. Jay Trost and Katherine Johnson will continue as the Board's representatives to the DLT, with board members noting the value of continuity, as with the Budget Committee.

9. Key Dates and Calendar Updates

The following upcoming dates were reviewed:

- OSBA Annual Convention, November 12-14, 2026, Portland Marriott Downtown Waterfront, Portland, OR. Janece Payne will attend on behalf of the Board, and Trost asked her to take lots of notes for the rest of the Board.
- Regular School Board Meeting, 5:30 p.m., Wednesday, Nov. 18, 2026, Kalmiopsis Elementary, Room 51, followed by School Board Work Session
- Regular School Board Meeting, 5:30 p.m., Wednesday, Dec. 16, 2026, Kalmiopsis Elementary, Room 51, followed by School Board Work Session

Board member comments

Trost said that from everything he can see, including feedback from parents and students, the school year is starting off very smoothly. He also noted the football team has a chance to make the playoffs for the first time in a long time. Chirinian added that before the volleyball match the night before, all three fall team sports had a chance at the postseason, which Nidiffer said was the first time in anyone's memory. Trost observed that fall is the heaviest sports season, with five sports competing for athletes. Chirinian shared that at the last football game, students who were not in the Cave Crew section were on the field in the band and cheering, participating rather than watching from the stands.

10. Adjournment

Board Chair Jay Trost adjourned the Regular School Board Meeting at 6:08 p.m. The Board proceeded directly to a School Board Work Session.

DRAFT Minutes
Brookings-Harbor School District 17C
School Board Work Session

Wednesday, October 21, 2026 | 6:09 p.m., following the conclusion of the Regular Board Meeting
Kalmiopsis Elementary School, Room 51
650 Easy Street, Brookings, Oregon 97415
Video Recording:
https://www.youtube.com/live/wVt5BG2ZB8U?si=P0zqHrEE8bOqh9Dc&t=2559

In attendance:

- Jay Trost, Board Chair (presiding)
- Trish Walker, Board Vice Chair
- Katherine Johnson, Board Member
- Janece Payne, Board Member
- Alan Nidiffer, Board Member
- Helena Chirinian, Superintendent
- Nancy Raskauskas-Coons, Administrative Assistant to the Board

1. Call Meeting to Order

Board Chair Jay Trost called the School Board Work Session to order at 6:09 p.m.

2. Discussion Topic: Alternative Academic Year Calendars, continued

Superintendent Helena Chirinian provided an update on state-level developments that limit the district's options for an alternative academic calendar. The Governor has issued an executive order that does not allow school districts to reduce the number of school days they currently offer. Division 22 sets the instructional time requirement in hours: 900 hours per year for grades K-8, 990 hours for grades 9-11, and 960 hours for grade 12. Oregon districts meet those hours in many different ways, and the district has always approached its calendar from an hours perspective; Kalmiopsis offers nearly 1,100 hours a year because the school day is shaped around busing. Under the executive order, the district cannot offer fewer than its current 174 student days, not because 174 is the rule, but because that is what the district already offers. Chirinian has been invited to a session in November with Stanford and the Governor's Office because the district offers one of the longest school days in the state, and the state wants to understand how it does so compared with districts offering around 165 days.

Chirinian said the state's goal appears to be moving districts closer to 180 days, the national standard, with the length of the day adjusted by student age. She said she personally does not think that is a bad idea: sending kindergartners and first graders home at 2:00 p.m. while older students stay until 3:30 could work, and 180 days is not a terrible idea. Many four-day-week districts, which typically run about 155 long days, are unhappy with the order, since their communities, and sports schedules in eastern Oregon, have been built around four days for 20 years. Her concern has always been asking young children to stay at school longer, since many are done by early afternoon.

The executive order is described as temporary and is expected to run through the 2027-28 school year, during which the district must keep the same number of student days. The district could still move days around within the year, for example by spreading out breaks, as long as

the total stays the same. Many districts are concerned the state's next step will be a rule based on days rather than hours, at 175 or 180 days. Walker observed that at that point the conversation becomes more like true year-round school, and Chirinian noted the state is also offering money for summer programming, which raises the question of why not simply spread breaks across the year, though the funding cannot be used for the heavily academic summer school she would prefer. She added that after-school tutoring funding is helpful but is too much for some of the youngest students at the end of a long day.

Trost said it is a difficult conversation and that sometimes less is more, with four hours of quality instruction better than seven hours of distracted instruction. Chirinian agreed and described a possible model of a half day of focused academics followed by enrichment, since parents still need students at school during the workday. Payne asked whether, if younger students were released earlier, they could instead attend more days; Chirinian said that would make sense to her but the state has not yet said whether it will insist on hours or days. Payne noted there is no rush, since seismic construction planned for next summer already pushes any calendar change back. Chirinian reported that three bids for that construction were received by the deadline the day before, all arriving at 4:00 p.m., and that reviewing them is the next step.

Walker suggested pausing the alternative calendar discussion for at least six months. Chirinian agreed, noting the upcoming election could bring changes, and Payne said the Board should pause at least until the state clarifies whether the requirement will be days or hours, since nothing can be planned without that. Chirinian added that the district should not get staff and families excited about a change the state may then prohibit. By consensus, the Board paused the alternative academic calendar discussion until more is known.

3. Future Work Session Topics

Chirinian proposed that the November work session focus on bond next steps and the OSCIM (Oregon School Capital Improvement Matching) grant application, including timelines and whether to pursue a May 2027 election, so the Board can see where it stands and identify the election with the best opportunity to pass a bond. Board members agreed, noting the decision not to go out for a bond in the recent election cycle was the right call.

4. Recess to Executive Session

Board Chair Jay Trost recessed the public session at 6:19 p.m. and the Board convened in Executive Session under ORS 192.660(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing.

5. Adjourn Executive Session and Return to Public Session

The Board adjourned the Executive Session and returned to public session at 6:29 p.m. No action was taken and no further comments were made.

6. Adjournment

Board Chair Jay Trost adjourned the School Board Work Session at 6:29 p.m.

Brookings-Harbor School Dist. 17C

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AIRGAS CO					
	139427	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$646.49
	139502	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,667.72
			Total for AIRGAS CO		$2,314.21
AMAZON					
	139428	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$132.42
	139428	GENERAL FUND	ELL-ORS	SUPPLIES	$60.78
	139428	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$13.69
	139428	GENERAL FUND	GUIDANCE SERVICES	SUPPLIES	$8.85
	139428	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$756.19
	139428	GENERAL FUND	LIFE SKILLS	SUPPLIES	$293.84
	139428	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$48.99
	139428	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	$58.51
	139428	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	SUPPLIES	$61.04
	139428	GENERAL FUND	STUDENTS WITH DISABILITIES	SUPPLIES	$426.92
	139463	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$50.00
	139463	GENERAL FUND	LIFE SKILLS	SUPPLIES	$471.29
	139463	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	SUPPLIES	$13.54
	139503	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	SUPPLIES	$947.73
	139503	GENERAL FUND	ELL-ORS	SUPPLIES	$14.95
	139503	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,145.82
	139503	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$439.92
	139558	GENERAL FUND	ELEMENTARY	SUPPLIES	$205.05
	139558	GENERAL FUND	LIFE SKILLS	SUPPLIES	$308.16
	139558	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	$58.77
	139558	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$91.57

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139636	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	SUPPLIES	$7.58
	139636	GENERAL FUND	ELEMENTARY	SUPPLIES	$15.99
	139636	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$70.87
	139636	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$626.45
	139636	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$105.65
	139636	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	SUPPLIES	$244.71
	139636	GENERAL FUND	STUDENT SAFETY	SUPPLIES	$528.71
	139636	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$414.35
	139636	GENERAL FUND	STUDENTS WITH DISABILITIES	SUPPLIES	$23.99
	139670	GENERAL FUND	ELL-ORS	SUPPLIES	$13.28
	139670	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$19.96
	139670	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$547.62
	139670	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	SUPPLIES	$56.88
	139670	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	$16.06
	139670	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$56.28
			Total for AMAZON		$8,356.41
AMERICAN FLOOR MATS					
	139638	GENERAL FUND	STUDENT SAFETY	SUPPLIES	$4,794.02
ANDERSON, CORAL S					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
AUSTIN, DOMINE A					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
AYA HEALTHCARE, INC.					
	139430	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	PROFESSIONAL AND TECHNICAL SERVICES	$3,600.00

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139465	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	PROFESSIONAL AND TECHNICAL SERVICES	$3,600.00
	139506	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	PROFESSIONAL AND TECHNICAL SERVICES	$13,680.00
	139560	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	PROFESSIONAL AND TECHNICAL SERVICES	$3,600.00
	139639	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	PROFESSIONAL AND TECHNICAL SERVICES	$3,600.00
			Total for AYA HEALTHCARE, INC.		$28,080.00
BACKGROUND INVESTIGATION BUREAU, LLC					
	139431	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	DUES AND FEES	$486.75
	139672	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	DUES AND FEES	$275.00
			Total for BACKGROUND INVESTIGATION BUREAU, LLC		$761.75
BARON, TYRAH MAE					
	139491	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
	139704	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
			Total for BARON, TYRAH MAE		$1,000.00
BEAMAN, JESS					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
BEEMAN, EMALEE S					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
BELL, WADE L					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
BIO-MED TESTING SERVICES INC					
	139507	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$170.00
	139673	GENERAL FUND	STAFF SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$84.00
			Total for BIO-MED TESTING SERVICES INC		$254.00
BLUE STAR GAS					

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139467	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$1,186.44
	139509	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$18.95
	139642	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$1,528.84
			Total for BLUE STAR GAS		$2,734.23
BROOKINGS GLASS INC					
	139562	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$224.00
BROOKINGS HARBOR MEDICAL CENTER					
	139433	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$200.00
	139643	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$200.00
			Total for BROOKINGS HARBOR MEDICAL CENTER		$400.00
BROWN, MEGAN					
	139492	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
	139705	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
			Total for BROWN, MEGAN		$1,000.00
BULK BOOKSTORE					
	139435	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$251.75
BURNETT, DESIRI					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
CANON FINANCIAL SERVICES INC.					
	139436	GENERAL FUND	ELEMENTARY	RENTALS	$15.62
	139436	GENERAL FUND	FISCAL SERVICES	RENTALS	$4.47
	139436	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	$4.47
	139512	GENERAL FUND	ELEMENTARY	RENTALS	$1,089.55
	139512	GENERAL FUND	ELEMENTARY	REPAIR AND MAINTENANCE	$648.75

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Fund: 100 **GENERAL FUND**

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139512	GENERAL FUND	FISCAL SERVICES	RENTALS	$132.22
	139512	GENERAL FUND	FISCAL SERVICES	REPAIR AND MAINTENANCE	$95.84
	139512	GENERAL FUND	HIGH SCHOOL PROGRAMS	RENTALS	$684.43
	139512	GENERAL FUND	HIGH SCHOOL PROGRAMS	REPAIR AND MAINTENANCE	$428.37
	139512	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	RENTALS	$568.78
	139512	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	REPAIR AND MAINTENANCE	$403.65
	139512	GENERAL FUND	OFFICE OF THE PRINCIPAL	RENTALS	$69.75
	139512	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	$54.72
	139512	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	RENTALS	$19.55
	139512	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	REPAIR AND MAINTENANCE	$29.60
	139512	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	$185.15
	139512	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	$101.46
	139564	GENERAL FUND	ELEMENTARY	RENTALS	$480.38
	139564	GENERAL FUND	ELEMENTARY	REPAIR AND MAINTENANCE	$0.00
	139564	GENERAL FUND	HIGH SCHOOL PROGRAMS	RENTALS	$16.39
	139564	GENERAL FUND	HIGH SCHOOL PROGRAMS	REPAIR AND MAINTENANCE	$0.00
	139564	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	RENTALS	$0.00
	139564	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	REPAIR AND MAINTENANCE	$0.00
	139564	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	RENTALS	$88.25
	139564	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	REPAIR AND MAINTENANCE	$0.00
	139564	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	$45.22
	139564	GENERAL FUND	STUDENTS WITH DISABILITIES	REPAIR AND MAINTENANCE	$0.00
	139644	GENERAL FUND	FISCAL SERVICES	RENTALS	$4.47
	139644	GENERAL FUND	STUDENTS WITH DISABILITIES	RENTALS	$4.47
	139675	GENERAL FUND	ELEMENTARY	RENTALS	$15.62

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			Total for CANON FINANCIAL SERVICES INC.		$5,191.18
CANON U.S.A., INC.					
	139468	GENERAL FUND	OFFICE OF THE PRINCIPAL	RENTALS	$0.00
	139468	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	$551.20
	139676	GENERAL FUND	OFFICE OF THE PRINCIPAL	RENTALS	$0.00
	139676	GENERAL FUND	OFFICE OF THE PRINCIPAL	REPAIR AND MAINTENANCE	$208.19
			Total for CANON U.S.A., INC.		$759.39
CASCADE HOME CENTER					
	139438	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$205.17
	139469	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$356.83
	139513	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$152.97
	139513	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$755.69
	139645	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$258.30
			Total for CASCADE HOME CENTER		$1,728.96
CASTILLO, KARISSA J					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
CASTLEBERRY, CHRISTINE					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
CDW - GOVERNMENT INC					
	139514	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$284.17
CHIRINIAN, HELENA					
	139515	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	TRAVEL	$162.64
CHRISTENSEN, ANDREA					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
CITY OF BROOKINGS					
	139516	GENERAL FUND	MAINTENANCE SERVICES	WATER AND SEWAGE	$5,689.91
CLARK, MANDY E					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
COASTAL PAPER & SUPPLY INC					

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139439	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$218.08
	139517	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$1,995.51
	139566	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$1,732.79
			Total for COASTAL PAPER & SUPPLY INC		$3,946.38
COLUMBIA BANK					
	0	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	SUPPLIES	$369.26
	0	GENERAL FUND	GUIDANCE SERVICES	SUPPLIES	$494.15
	0	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	$469.90
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	DUES AND FEES	$208.00
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,652.32
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	$415.84
	0	GENERAL FUND	INSTR. STAFF DEVELOPMENT	SUPPLIES	$11.50
	0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$72.36
	0	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	$1,103.87
	0	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	SUPPLIES	$150.00
	0	GENERAL FUND	SPEECH PATHOLOGY	TRAVEL	$615.00
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	COMPUTER SOFTWARE	$0.00
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	DUES AND FEES	$0.00
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$698.00
	0	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TRAVEL	$0.00
			Total for COLUMBIA BANK		$6,260.20
COOK, KATINA M					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
COOS CURRY ELECTRIC CO-OP INC					
	139440	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	$16,122.08

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Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139567	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	$891.94
	139678	GENERAL FUND	MAINTENANCE SERVICES	ELECTRICITY	$16,999.72
			Total for COOS CURRY ELECTRIC CO-OP INC		$34,013.74
CORPENING, JULIETTE					
	139493	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139706	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for CORPENING, JULIETTE		$500.00
CORRIGAN, AMY M					
	139494	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139707	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for CORRIGAN, AMY M		$500.00
COUNTRY MEDIA, INC					
	139568	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	PERIODICALS	$75.00
CRISIS PREVENTION INSTITUTE					
	139679	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$200.00
CROWE, PEGGY D					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
CRYSTAL FRESH BOTTLED WATER INC					
	139647	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$31.15
	139647	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	SUPPLIES	$13.35
	139647	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$34.00
	139647	GENERAL FUND	TECHNOLOGY SERVICES	SUPPLIES	$18.50
			Total for CRYSTAL FRESH BOTTLED WATER INC		$97.00
CTR - WASTE WORKS					
	139518	GENERAL FUND	MAINTENANCE SERVICES	GARBAGE	$216.25
CTR INC					

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Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139470	GENERAL FUND	MAINTENANCE SERVICES	GARBAGE	$5,019.70
	139470	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	GARBAGE	$999.41
	139680	GENERAL FUND	MAINTENANCE SERVICES	GARBAGE	$5,264.08
	139680	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	GARBAGE	$999.41
			Total for CTR INC		$12,282.60
DEMCO, INC.					
	139649	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	SUPPLIES	$213.08
DEVOS, CYNTHIA D					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
DIETRICH, DANNIELLE					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
EARL, MOLLY E					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
EDNETICS INC					
	139520	GENERAL FUND	TECHNOLOGY SERVICES	TELEPHONE	$2,242.01
EDUCATION CONSULTANTS LLC					
	139471	GENERAL FUND	PSYCHOLOGICAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$15,960.00
	139683	GENERAL FUND	PSYCHOLOGICAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$16,720.00
			Total for EDUCATION CONSULTANTS LLC		$32,680.00
ESS WEST, LLC					
	0	GENERAL FUND	ALTERNATIVE EDUCATION	ESS Certified Substitutes	$150.50
	0	GENERAL FUND	CARE AND UPKEEP OF BUILDINGS	ESS Classified Substitutes	$2,160.42
	0	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	ESS Classified Substitutes	$209.93
	0	GENERAL FUND	ELEMENTARY	ESS Certified Substitutes	$17,006.25
	0	GENERAL FUND	ELEMENTARY	ESS Classified Substitutes	$1,567.41

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	0	GENERAL FUND	GUIDANCE SERVICES	ESS Classified Substitutes	$174.17
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	ESS Certified Substitutes	$7,675.42
	0	GENERAL FUND	HIGH SCHOOL PROGRAMS	ESS Classified Substitutes	$93.61
	0	GENERAL FUND	LIFE SKILLS	ESS Classified Substitutes	$7,136.25
	0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	ESS Certified Substitutes	$20,467.67
	0	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	ESS Classified Substitutes	$93.61
	0	GENERAL FUND	OFFICE OF THE PRINCIPAL	ESS Classified Substitutes	$1,020.14
	0	GENERAL FUND	STUDENTS WITH DISABILITIES	ESS Certified Substitutes	$301.00
	0	GENERAL FUND	STUDENTS WITH DISABILITIES	ESS Classified Substitutes	$2,350.16
	0	GENERAL FUND	TECHNOLOGY SERVICES	ESS Classified Substitutes	$4,283.08
	0	GENERAL FUND	Undesignated	Prepaid Expenses	($14,543.05)
			Total for ESS WEST, LLC		$50,146.57
ETTNER, DARYL					
	139443	GENERAL FUND	ELL-ORS	TRAVEL	$86.64
FIELDPRINT, INC.					
	139522	GENERAL FUND	FISCAL SERVICES	DUES AND FEES	$75.00
FOREMAN, JOLENE MARIE					
	139708	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
FREEMAN ROCK INC					
	139574	GENERAL FUND	CARE & UPKEEP OF GROUNDS	REPAIR AND MAINTENANCE	$2,393.77
FRONTLINE TECHNOLOGIES GROUP LLC					
	139525	GENERAL FUND	STAFF SERVICES	COMPUTER SOFTWARE	$1,000.00
GARCIA, RICHARD					
	139526	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	$50.00
GARRETT HEMANN ROBERTSON PC					
	139527	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	LEGAL SERVICES	$240.00
GRADUATION ALLIANCE INC					

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Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139473	GENERAL FUND	ALTERNATIVE EDUCATION	PROFESSIONAL AND TECHNICAL SERVICES	$23,621.02
GREEN, JUSTIN					
	139651	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	TRAVEL	$105.60
H&S ENERGY GROUP					
	139475	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$3,446.41
	139576	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$2,009.93
	139685	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$2,585.53
			Total for H&S ENERGY GROUP		$8,041.87
HATCH, JEF					
	139653	GENERAL FUND	HIGH SCHOOL PROGRAMS	TRAVEL	$50.00
HAUBER, EVA					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
HENDRIX, APRIL					
	139531	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	$82.00
HERNANDEZ, FRANK A					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
HERNANDEZ, LYNETTE					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
HUNGERFORD LAW FIRM					
	139478	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	LEGAL SERVICES	$547.50
	139687	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	LEGAL SERVICES	$1,394.30
			Total for HUNGERFORD LAW FIRM		$1,941.80
HUNT, TRUDY E					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00

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Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
IXL LEARNING INC					
	139581	GENERAL FUND	SERVICE DIRECTION, STUDENT SUPPORT	COMPUTER SOFTWARE	$3,582.50
J.W. PEPPER & SON, INC.					
	139655	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$206.19
	139688	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$45.00
			Total for J.W. PEPPER & SON, INC.		$251.19
JEFFERIES, ANGELA L					
	139495	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139709	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for JEFFERIES, ANGELA L		$500.00
JOHNSTON, MELISSA ANN					
	139710	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
JOSTENS INC.					
	139582	GENERAL FUND	GUIDANCE SERVICES	SUPPLIES	$169.25
LAMB, CHRISTINA E					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
LANGUAGE LINE SERVICES, INC.					
	139479	GENERAL FUND	INTERPRETATION AND TRANSLATION	NON INSTRUCTIONAL PROFESSIONAL & TECH	$125.00
LAWRENCE COMPANY					
	139446	GENERAL FUND	FISCAL SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$160.00
LEIGH, MAUREEN F					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
LENHARDT, CHEYENNE M					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
LES SCHWAB TIRE CENTER INC					

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Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139583	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$1,240.88
LIDDELL, JASON R					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
LOPEZ, JENNIFER C					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
MATHISON, LUKE T					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
MCQUEEN, MICHAEL					
	139539	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	DUES AND FEES	$75.00
MCVAY, MELANIE					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
MEDINA BERMEJO, FABIOLA					
	139496	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139711	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
				Total for MEDINA BERMEJO, FABIOLA	$500.00
MILLER NASH GRAHAM & DUNN LLP					
	139447	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	LEGAL SERVICES	$0.00
MILLER NASH LLP					
	139584	GENERAL FUND	OFFICE OF THE SUPERINTENDENT	LEGAL SERVICES	$1,363.50
MILLS, TRISHA L					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
MISSION LINEN SUPPLY					
	139481	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$73.23
	139540	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$16.00
	139585	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$73.23

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139656	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$105.23
			Total for MISSION LINEN SUPPLY		$267.69
MONAZI, AMANDA N					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
MORRIS, KARA					
	139541	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	$82.00
NAPA AUTO PARTS					
	139449	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$538.26
	139482	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$70.84
	139542	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$238.45
	139586	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$646.78
	139657	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$1,606.72
	139692	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$71.28
			Total for NAPA AUTO PARTS		$3,172.33
NAUGLE, ROBERT T					
	139483	GENERAL FUND	BOARD OF DIRECTORS	JUDGEMENTS AND SETTLEMENTS	$16,000.00
NCS PEARSON, INC.					
	139693	GENERAL FUND	OTHER STUDENT TREATMENT OT/PT	SUPPLIES	$1,167.92
NELSON, BRITTNEY LYNN					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
NOLTE, BRITT C					
	139497	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139712	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for NOLTE, BRITT C		$500.00

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PACIFIC RIM COPY CENTER					
	139587	GENERAL FUND	ELEMENTARY	SUPPLIES	$1,312.66
PAPE KENWORTH					
	139484	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$574.11
PISCITELLO, LISA					
	139544	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	$82.00
PITNEY BOWES GLOBAL - LEASING					
	139450	GENERAL FUND	FISCAL SERVICES	POSTAGE	$1,140.54
POWERSCHOOL GROUP LLC_00527					
	139588	GENERAL FUND	GUIDANCE SERVICES	TRAVEL	$2,300.00
	139588	GENERAL FUND	OFFICE OF THE PRINCIPAL	TRAVEL	$900.00
			Total for POWERSCHOOL GROUP LLC_00527		$3,200.00
POWERSCHOOL GROUP LLC_00528					
	139589	GENERAL FUND	TECHNOLOGY SERVICES	COMPUTER SOFTWARE	$20,819.59
PRIVATIZER TECHNOLOGIES LLC					
	139545	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$290.80
PRUITT, ASHLEY M					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
PRYOR-RODE, JENNIFER					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
PURCHASE POWER					
	139590	GENERAL FUND	FISCAL SERVICES	POSTAGE	$1,500.00
QUILL CORPORATION					
	139451	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$981.38
	139451	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	$8.15
	139546	GENERAL FUND	ELEMENTARY	SUPPLIES	$53.88
	139546	GENERAL FUND	GUIDANCE SERVICES	SUPPLIES	$219.93
	139546	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$181.44

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139546	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	$13.11
	139591	GENERAL FUND	FISCAL SERVICES	SUPPLIES	$138.49
	139591	GENERAL FUND	HIGH SCHOOL PROGRAMS	SUPPLIES	$145.79
	139660	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$174.56
	139696	GENERAL FUND	NURSE SERVICES	SUPPLIES	$148.74
	139696	GENERAL FUND	OFFICE OF THE PRINCIPAL	SUPPLIES	$23.23
			Total for QUILL CORPORATION		$2,088.70
RICHCREEK, KATIE R					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
ROSE, TRASEE A					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
RUTHERFORD, AMY E					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139498	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for RUTHERFORD, AMY E		$500.00
RYAN, JOAN L					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
SAIF					
	139485	GENERAL FUND	ELEMENTARY	WORKERS COMPENSATION	$289.06
	139485	GENERAL FUND	MIDDLE/JUNIOR HIGH PROGRAMS	WORKERS COMPENSATION	$461.39
			Total for SAIF		$750.45
SAUCERMAN, LAURA					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
SAUNDERS, ALEXIS N.					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
SAUNDERS, FAITH L					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
SHAW, MONICA A					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
SHEW, LORINDA					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
SLATER, DANIELLE M					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
SMITH, JILL J					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
SMITH, SEAN					
	0	GENERAL FUND	STUDENTS WITH DISABILITIES	PROFESSIONAL AND TECHNICAL SERVICES	$3,870.00
SPARKMAN, BREANNA M					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
STEVE WEISS MUSIC					
	139456	GENERAL FUND	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	$454.95
	139551	GENERAL FUND	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	$159.00
	139663	GENERAL FUND	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	$2,879.00
			Total for STEVE WEISS MUSIC		$3,492.95
STEWART, WENDY ALEXIS					
	139499	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
	139713	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$250.00
			Total for STEWART, WENDY ALEXIS		$500.00
STUMPENHAUS, WADE C					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
SWANK MOTION PICTURES, INC.					
	139487	GENERAL FUND	EDUCATIONAL MEDIA SERVICES	COMPUTER SOFTWARE	$2,439.00
T-MOBILE					

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139459	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	Other Communication Services	$504.18
	139459	GENERAL FUND	TECHNOLOGY SERVICES	Other Communication Services	$267.60
	139702	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	Other Communication Services	$813.30
	139702	GENERAL FUND	TECHNOLOGY SERVICES	Other Communication Services	$138.80
			Total for T-MOBILE		$1,723.88
TAYLOR, CORRIE					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
TYREE OIL, INC					
	139488	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	FUEL	$2,759.74
US FOODS					
	139489	GENERAL FUND	ELEMENTARY	SUPPLIES	$1,533.72
	139597	GENERAL FUND	ELEMENTARY	SUPPLIES	$943.69
			Total for US FOODS		$2,477.41
WALLIN, TERI A					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$1,000.00
WESEL, DUSTIN					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
WESTERN BUS SALES INC					
	139490	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$62.04
	139556	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$426.82
	139667	GENERAL FUND	STUDENT TRANSPORTATION SERVICES	SUPPLIES	$1,445.39
			Total for WESTERN BUS SALES INC		$1,934.25
WILSON LANGUAGE TRAINING CORPORATION					
	139668	GENERAL FUND	ELEMENTARY	COMPUTER SOFTWARE	$1,533.00

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Fund: 100 GENERAL FUND

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
WPS PUBLISH					
	139462	GENERAL FUND	OTHER STUDENT TREATMENT OT/ PT	SUPPLIES	$1,287.00
WRIGHT, DOUGLAS K					
	0	GENERAL FUND	Undesignated	Payroll Deductions and Withholdings	$500.00
			Total for GENERAL FUND		**$364,230.49**

Fund: 202 TItle I-A

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMERGIS HEALTHCARE STAFFING INC					
	139429	TItle I-A	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$7,392.00
DEMAGALSKI, JACQUELINE					
	139442	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$50.00
	139681	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$200.00
			Total for DEMAGALSKI, JACQUELINE		$250.00
ESS WEST, LLC					
	0	TItle I-A	TITLE 1A PROGRAM	ESS Certified Substitutes	$301.00
MORRIS, GWEN					
	139448	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$625.00
	139691	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$500.00
			Total for MORRIS, GWEN		$1,125.00
SCHULTZ, JAMES					
	139453	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$687.50
	139697	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$700.00
			Total for SCHULTZ, JAMES		$1,387.50

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Fund: 202 TItle I-A

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
SCHULTZ, JAMIE					
	139454	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$950.00
	139698	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$637.50
			Total for SCHULTZ, JAMIE		$1,587.50
SCHULTZ, KARI					
	139455	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$687.50
	139699	TItle I-A	COMMUNITY SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$750.00
			Total for SCHULTZ, KARI		$1,437.50
			Total for TItle I-A		**$13,480.50**

Fund: 203 TITLE IIA - INNOVATIVE EDUCATION

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMERGIS HEALTHCARE STAFFING INC					
	139429	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$3,808.00
	139464	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$1,600.00
	139504	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139559	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139637	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139671	TITLE IIA - INNOVATIVE EDUCATION	INSTR. STAFF DEVELOPMENT	PROFESSIONAL AND TECHNICAL SERVICES	$1,280.00
			Total for AMERGIS HEALTHCARE STAFFING INC		$12,688.00
			Total for TITLE IIA - INNOVATIVE EDUCATION		**$12,688.00**

Fund: 205 FED IMPROVE FUNDS CSI & TSI SCHOOLS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount

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Fund: 205 FED IMPROVE FUNDS CSI & TSI SCHOOLS

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
COLUMBIA BANK					
	0	FED IMPROVE FUNDS CSI & TSI SCHOOLS	HIGH SCHOOL PROGRAMS	SUPPLIES	$77.50
			Total for FED IMPROVE FUNDS CSI & TSI SCHOOLS		**$77.50**

Fund: 208 IDEA GRANT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
ESS WEST, LLC					
	0	IDEA GRANT	STUDENTS WITH DISABILITIES	ESS Certified Substitutes	$150.50
			Total for IDEA GRANT		**$150.50**

Fund: 231 STRONGER CONNECTIONS GRANT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
COLUMBIA BANK					
	0	STRONGER CONNECTIONS GRANT	GUIDANCE SERVICES	NON CONSUMABLE SUPPLIES	($625.97)
			Total for STRONGER CONNECTIONS GRANT		**($625.97)**

Fund: 238 CLSD GRANT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
E.L. ACHIEVE, INC.					
	139571	CLSD GRANT	HIGH SCHOOL PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES	$13,580.77
	139571	CLSD GRANT	MIDDLE/JUNIOR HIGH PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES	$13,580.76
			Total for E.L. ACHIEVE, INC.		$27,161.53
			Total for CLSD GRANT		**$27,161.53**

Fund: 251 SCHOOL IMPROVEMENT ACCOUNT (SIA)

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON					
	139503	SCHOOL IMPROVEMENT ACCOUNT (SIA)	COMMUNITY SERVICES	SUPPLIES	$25.99

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Fund: 251 SCHOOL IMPROVEMENT ACCOUNT (SIA)

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139503	SCHOOL IMPROVEMENT ACCOUNT (SIA)	ELEMENTARY	SUPPLIES	$58.97
	139503	SCHOOL IMPROVEMENT ACCOUNT (SIA)	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$458.39
	139558	SCHOOL IMPROVEMENT ACCOUNT (SIA)	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$416.40
			Total for AMAZON		$959.75
AMERGIS HEALTHCARE STAFFING INC					
	139464	SCHOOL IMPROVEMENT ACCOUNT (SIA)	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$2,400.00
	139504	SCHOOL IMPROVEMENT ACCOUNT (SIA)	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139559	SCHOOL IMPROVEMENT ACCOUNT (SIA)	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139637	SCHOOL IMPROVEMENT ACCOUNT (SIA)	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$2,000.00
	139671	SCHOOL IMPROVEMENT ACCOUNT (SIA)	GUIDANCE SERVICES	PROFESSIONAL AND TECHNICAL SERVICES	$1,920.00
			Total for AMERGIS HEALTHCARE STAFFING INC		$10,320.00
COLUMBIA BANK					
	0	SCHOOL IMPROVEMENT ACCOUNT (SIA)	MIDDLE/JUNIOR HIGH PROGRAMS	SUPPLIES	$198.23
QUILL CORPORATION					
	139696	SCHOOL IMPROVEMENT ACCOUNT (SIA)	ELEMENTARY	SUPPLIES	$25.82
			Total for SCHOOL IMPROVEMENT ACCOUNT (SIA)		**$11,503.80**

Fund: 252 HIGH SCHOOL SUCCESS - M98

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON					
	139463	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	$149.64
COLUMBIA BANK					
	0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	$800.00

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Fund: 252 HIGH SCHOOL SUCCESS - M98

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,442.68
			Total for COLUMBIA BANK		$2,242.68
DEL NORTE COUNTY SCHOOLS					
	139648	HIGH SCHOOL SUCCESS - M98	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	$780.00
ESS WEST, LLC					
	0	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	ESS Certified Substitutes	$150.50
INSTRUCTURE					
	139532	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	COMPUTER SOFTWARE	$2,084.28
KLEESPIES, KRISTY A					
	139536	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES	$85.00
	139690	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	PROFESSIONAL AND TECHNICAL SERVICES	$765.00
			Total for KLEESPIES, KRISTY A		$850.00
PACIFIC RIM COPY CENTER					
	139694	HIGH SCHOOL SUCCESS - M98	HIGH SCHOOL PROGRAMS	SUPPLIES	$525.00
STEVE WEISS MUSIC					
	139663	HIGH SCHOOL SUCCESS - M98	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	$745.00
			Total for HIGH SCHOOL SUCCESS - M98		**$7,527.10**

Fund: 257 EARLY LITERACY GRANT

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
ESS WEST, LLC					
	0	EARLY LITERACY GRANT	ELEMENTARY	ESS Classified Substitutes	$1,591.45
			Total for EARLY LITERACY GRANT		**$1,591.45**

Fund: 261 Miscellaneous

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
BROOKINGS-HARBOR EDUCATION ASSO					
	139674	Miscellaneous	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,000.00

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Fund: 261 Miscellaneous

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
J.W. PEPPER & SON, INC.					
	139533	Miscellaneous	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	$54.99
STEVE WEISS MUSIC					
	139663	Miscellaneous	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	$0.00
			Total for Miscellaneous		**$1,054.99**

Fund: 270 Tuition Reimbursement Certified

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
ANDERSON, LISA I					
	139505	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$5,250.00
BREEN, OWEN G					
	139510	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$3,306.56
BURNETT, DESIRI					
	139511	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$1,419.83
HALL, TORI L					
	139529	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$2,520.84
JONES, MARSHALL					
	139534	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$2,129.74
KENNEDY, K'LA					
	139689	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$186.51
LEE, CUA					
	139537	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$5,250.00
MAGNUSON, DAWNEL					
	139538	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$2,924.61
RALEIGH, BONNIE					
	139547	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$4,808.53
RYAN, JOAN					
	139549	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$2,885.12
SNOW, CRYSTAL D					

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Fund: 270 Tuition Reimbursement Certified

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139550	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$5,250.00
STOUT, LINDSEY					
	139552	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$2,590.78
WIDNER, BEAUDRY					
	139557	Tuition Reimbursement Certified	INSTRUCTIONAL SERVICES	TUITION REIMBURSEMENT	$384.68
			Total for Tuition Reimbursement Certified		**$38,907.20**

Fund: 272 Furniture Fund

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
DEMCO, INC.					
	139682	Furniture Fund	MIDDLE/JUNIOR HIGH PROGRAMS	NON CONSUMABLE SUPPLIES	$4,592.73
WENGER CORPORATION					
	139703	Furniture Fund	HIGH SCHOOL PROGRAMS	NON CONSUMABLE SUPPLIES	$34,479.60
			Total for Furniture Fund		**$39,072.33**

Fund: 274 HS Co-Curricular

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
BLAKE, JOHN					
	139508	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$16.00
	139641	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$64.00
			Total for BLAKE, JOHN		$80.00
COLUMBIA BANK					
	0	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$3,181.10
	0	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$1,662.53
			Total for COLUMBIA BANK		$4,843.63
GUY, DAVID S					
	139445	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$82.00
	139474	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$32.00

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Fund: 274 HS Co-Curricular

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139575	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$32.00
			Total for GUY, DAVID S		$146.00
HARDING, JARRED					
	139476	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$57.00
	139530	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$32.00
	139652	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$50.00
			Total for HARDING, JARRED		$139.00
HATCH, JEF					
	139578	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$50.00
	139653	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$32.00
			Total for HATCH, JEF		$82.00
HORN, KARISSA					
	139654	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$35.01
	139686	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$219.51
			Total for HORN, KARISSA		$254.52
MCQUEEN, MICHAEL					
	139480	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$50.00
RIDGE, KEN					
	139452	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$236.49
	139548	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$32.00
	139661	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	TRAVEL	$82.00
			Total for RIDGE, KEN		$350.49
ROGUE VALLEY WRESTLING					
	139593	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	$1,247.50
SWOFOA.					
	139701	HS Co-Curricular	HIGH SCHOOL EXTRACURRICULAR	DUES AND FEES	$1,887.50

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Total for HS Co-Curricular **$9,080.64**

Fund: 275 Azalea MS Athletics

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON					
	139428	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$14.99
BANDON HIGH SCHOOL					
	139561	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$200.00
BLAKE, JOHN					
	139508	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$16.00
CASCADE ATHLETIC SUPPLY					
	139437	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$235.05
ELK RIDGE CLOTHING					
	139521	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$430.00
GUY, DAVID S					
	139445	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$100.00
	139528	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$64.00
			Total for GUY, DAVID S		$164.00
HARDING, JARRED					
	139476	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$25.00
	139577	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$32.00
			Total for HARDING, JARRED		$57.00
HATCH, JEF					
	139477	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$32.00
PISCITELLO, LISA					
	139695	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	DUES AND FEES	$65.00
RIDGE, KEN					
	139592	Azalea MS Athletics	MIDDLE/JUNIOR HIGH PROGRAMS	TRAVEL	$32.00

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 275 Azalea MS Athletics

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
SWOFOA.					
	139701	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	DUES AND FEES	$1,217.25
WALLIN III, LAWRENCE K					
	139598	Azalea MS Athletics	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	TRAVEL	$18.00
			Total for Azalea MS Athletics		**$2,481.29**

Fund: 283 TEXTBOOK ADOPTION

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON					
	139428	TEXTBOOK ADOPTION	ELEMENTARY	TEXTBOOKS	$554.76
	139463	TEXTBOOK ADOPTION	ELEMENTARY	TEXTBOOKS	$288.94
			Total for AMAZON		$843.70
CENGAGE LEARNING					
	139646	TEXTBOOK ADOPTION	MIDDLE/JUNIOR HIGH PROGRAMS	TEXTBOOKS	$2,116.80
COLUMBIA BANK					
	0	TEXTBOOK ADOPTION	ELEMENTARY	TEXTBOOKS	$1,781.93
HUMAN KINETICS, INC.					
	139579	TEXTBOOK ADOPTION	HIGH SCHOOL PROGRAMS	TEXTBOOKS	$931.85
			Total for TEXTBOOK ADOPTION		**$5,674.28**

Fund: 285 FACILITY MAINTENANCE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
ADVANCED SECURITY SYSTEMS					
	139426	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$63.87
	139501	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$875.33
	139669	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$350.00
			Total for ADVANCED SECURITY SYSTEMS		$1,289.20
AMAZON					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 285 FACILITY MAINTENANCE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139428	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$145.51
	139558	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$502.10
	139636	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$102.36
	139670	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$657.46
			Total for AMAZON		$1,407.43
BP SPRAY SERVICE					
	139432	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$1,025.00
CASCADE HOME CENTER					
	139565	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$824.90
	139645	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$100.49
			Total for CASCADE HOME CENTER		$925.39
CHETCO AUTOMOTIVE MARINE & INDUSTRIAL					
	139677	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$188.46
COASTAL PAPER & SUPPLY INC					
	139439	FACILITY MAINTENANCE	CARE AND UPKEEP OF BUILDINGS	SUPPLIES	$1,712.60
COLUMBIA BANK					
	0	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$1,176.78
CTR INC					
	139519	FACILITY MAINTENANCE	MAINTENANCE SERVICES	NON INSTRUCTIONAL PROFESSIONAL & TECH	$0.00
	139519	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$154.22
			Total for CTR INC		$154.22
CURRY EQUIPMENT-BROOKINGS					
	139441	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$176.97
	139569	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$30.98
			Total for CURRY EQUIPMENT-BROOKINGS		$207.95
NAPA AUTO PARTS					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 285 FACILITY MAINTENANCE

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139449	FACILITY MAINTENANCE	MAINTENANCE SERVICES	SUPPLIES	$27.20
PBS ENGINEERING AND ENVIRONMENTAL INC.					
	139659	FACILITY MAINTENANCE	MAINTENANCE SERVICES	COMPUTER SOFTWARE	$1,500.00
TREVER A. CLEWELL CONSTRUCTION					
	139460	FACILITY MAINTENANCE	MAINTENANCE SERVICES	REPAIR AND MAINTENANCE	$400.00
			Total for FACILITY MAINTENANCE		**$10,014.23**

Fund: 291 HIGH SCHOOL STUDENT BODY

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
AMAZON					
	139428	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$724.43
	139463	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$988.65
	139463	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL PROGRAMS	SUPPLIES	$1,015.63
	139503	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$540.03
	139558	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$1,055.79
	139558	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL PROGRAMS	SUPPLIES	$147.40
	139636	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$214.34
	139636	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL PROGRAMS	SUPPLIES	$33.22
	139670	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$591.30
			Total for AMAZON		$5,310.79
BANDON HIGH SCHOOL					
	139561	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$100.00
	139640	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$750.00
			Total for BANDON HIGH SCHOOL		$850.00
BAVARO, SHAUN					
	139466	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$361.35
BSN SPORTS					
	139434	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$1,872.83

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 291 HIGH SCHOOL STUDENT BODY

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139563	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$3,106.40
			Total for BSN SPORTS		$4,979.23
COLUMBIA BANK					
	0	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$12,128.83
CURTIS, BRET					
	139570	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$500.00
ELK RIDGE CLOTHING					
	139472	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$2,003.00
FARMER, ABBY					
	139572	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$300.00
FRESH PRINTS OF GOLD BEACH					
	139524	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$1,084.55
ILLINOIS VALLEY HIGH SCHOOL					
	139580	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$40.00
KEYTAG LLC					
	139535	HIGH SCHOOL STUDENT BODY	HIGH SCHOOL EXTRACURRICULAR	SUPPLIES	$138.62
			Total for HIGH SCHOOL STUDENT BODY		**$27,696.37**

Fund: 292 AZALEA STUDENT BODY

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
COLUMBIA BANK					
	0	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$278.19
ONE STONE APPAREL					
	139543	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$430.75
SCHOOL PRIDE LTD					
	139662	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$150.00
SHUTTERFLY LIFETOUCH LLC ACCTS RECEIVABL					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 292 AZALEA STUDENT BODY

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139594	AZALEA STUDENT BODY	MIDDLE/JUNIOR HIGH EXTRACURRICULAR	SUPPLIES	$783.95
			Total for AZALEA STUDENT BODY		**$1,642.89**

Fund: 293 KALMIOPSIS STUDENT BODY

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
DEMCO, INC.					
	139649	KALMIOPSIS STUDENT BODY	ELEMENTARY COCURRICULAR	SUPPLIES	$367.25
			Total for KALMIOPSIS STUDENT BODY		**$367.25**

Fund: 299 Nutrition Services

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
COASTAL PAPER & SUPPLY INC					
	139517	Nutrition Services	FOOD SERVICES	SUPPLIES	$373.05
COLUMBIA BANK					
	0	Nutrition Services	FOOD SERVICES	DUES AND FEES	$0.00
	0	Nutrition Services	FOOD SERVICES	FOOD	$62.00
	0	Nutrition Services	FOOD SERVICES	SUPPLIES	$0.00
	0	Nutrition Services	FOOD SERVICES	TRAVEL	$0.00
			Total for COLUMBIA BANK		$62.00
CTR INC					
	139470	Nutrition Services	FOOD SERVICES	GARBAGE	$2,595.41
	139680	Nutrition Services	FOOD SERVICES	GARBAGE	$2,595.41
			Total for CTR INC		$5,190.82
EDNETICS INC					
	139520	Nutrition Services	FOOD SERVICES	TELEPHONE	$143.11
ESS WEST, LLC					
	0	Nutrition Services	FOOD SERVICES	ESS Classified Substitutes	$736.53
FRANZ FAMILY BAKERIES					

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 299 Nutrition Services

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139444	Nutrition Services	FOOD SERVICES	FOOD	$391.66
	139523	Nutrition Services	FOOD SERVICES	FOOD	$538.11
	139573	Nutrition Services	FOOD SERVICES	FOOD	$547.40
	139650	Nutrition Services	FOOD SERVICES	FOOD	$251.70
	139684	Nutrition Services	FOOD SERVICES	FOOD	$555.87
			Total for FRANZ FAMILY BAKERIES		$2,284.74
OREGON HEALTH AUTHORITY-FOOD/POOL/LODGE					
	139658	Nutrition Services	FOOD SERVICES	DUES AND FEES	$212.50
SUNRISE DISTRIBUTORS INC					
	139457	Nutrition Services	FOOD SERVICES	FOOD	$1,155.00
	139486	Nutrition Services	FOOD SERVICES	FOOD	$589.00
	139553	Nutrition Services	FOOD SERVICES	FOOD	$2,809.50
	139595	Nutrition Services	FOOD SERVICES	FOOD	$1,406.35
	139664	Nutrition Services	FOOD SERVICES	FOOD	$1,535.50
	139700	Nutrition Services	FOOD SERVICES	FOOD	$1,427.02
			Total for SUNRISE DISTRIBUTORS INC		$8,922.37
SYSCO PORTLAND, INC.					
	139458	Nutrition Services	FOOD SERVICES	FOOD	$8,990.83
	139554	Nutrition Services	FOOD SERVICES	FOOD	$3,525.67
	139596	Nutrition Services	FOOD SERVICES	FOOD	$10,121.21
	139665	Nutrition Services	FOOD SERVICES	FOOD	$5,211.87
			Total for SYSCO PORTLAND, INC.		$27,849.58
US FOODS					
	139461	Nutrition Services	FOOD SERVICES	FOOD	$4,068.45
	139489	Nutrition Services	FOOD SERVICES	FOOD	$4,265.28
	139555	Nutrition Services	FOOD SERVICES	FOOD	$5,031.13

Expenditure Summary Report

Fiscal Year: 2026-2027

Criteria: Report Sort: Fund **From Date:** 10/1/2026 12:00:00 AM **To Date:** 11/30/2026 12:00:00 AM

Fund: 299 Nutrition Services

Remit Name	Check#	FUND	FUNCTION	OBJECT	Amount
	139597	Nutrition Services	FOOD SERVICES	FOOD	$3,562.08
	139666	Nutrition Services	FOOD SERVICES	FOOD	$4,736.91
			Total for US FOODS		$21,663.85
			Total for Nutrition Services		**$67,438.55**
				Grand Total:	$641,214.92

Recap for FUND for GENERAL FUND

100	GENERAL FUND	$364,230.49
202	TItle I-A	$13,480.50
203	TITLE IIA - INNOVATIVE EDUCATI	$12,688.00
205	FED IMPROVE FUNDS CSI & TSI S	$77.50
208	IDEA GRANT	$150.50
231	STRONGER CONNECTIONS GRA	-$625.97
238	CLSD GRANT	$27,161.53
251	SCHOOL IMPROVEMENT ACCOU	$11,503.80
252	HIGH SCHOOL SUCCESS - M98	$7,527.10
257	EARLY LITERACY GRANT	$1,591.45
261	Miscellaneous	$1,054.99
270	Tuition Reimbursement Certified	$38,907.20
272	Furniture Fund	$39,072.33
274	HS Co-Curricular	$9,080.64
275	Azalea MS Athletics	$2,481.29
283	TEXTBOOK ADOPTION	$5,674.28
285	FACILITY MAINTENANCE	$10,014.23
291	HIGH SCHOOL STUDENT BODY	$27,696.37
292	AZALEA STUDENT BODY	$1,642.89
293	KALMIOPSIS STUDENT BODY	$367.25
299	Nutrition Services	$67,438.55

End of Report

Brookings Harbor School District 17C
629 Easy St.
Brookings, OR 97415
541 469-7443
Fax 541 469-6599
www.brookings.k12.or.us

Human Resources November 2026

Approve Personnel Recommendations

New Employee(s)	Position	Dept	Employee Group	Hire Date

New Coach(s)	Position	Dept	Employee Group	Hire Date
Whaley, Christa	AMS- Assistant Girls Basketball Coach	Athletics	Extra Duty	10.26.26

Employee(s)	Position	Dept	Employee Group	School Year
Anderson, Lisa	Department Chair- CTE	BHHS	Extra Duty	2026-27

Brookings Harbor School District 17C
629 Easy St
Brookings, OR 97415
Tel 541 469-7443
Fax 541 469-6599
www.brookings.k12.or.us

DONATION RECEIPT

Fred Meyer (Brookings, Oregon store)

DONOR NAME

325 5th St, Brookings, OR 97415

MAILING ADDRESS, CITY, STATE, ZIP

325 5th St, Brookings, OR 97415

PHYSICAL ADDRESS, CITY, STATE, ZIP

541-469-1610

PHONE NUMBER

BROOKINGS-HARBOR SCHOOL DISTRICT TAX ID: 93-6000388

DONATION DESCRIPTION
Check in the amount of $1,000.00 for student needs
Classroom supplies, approximate value $250, to be distributed to teachers
Supplies include Clorox disinfecting wipes, snacks, and similar classroom items
Total donation value (check plus supplies): approximately $1,250
Photo of donation attached (page 2)

OFFICE USE ONLY	
Received By:	Matt Bennett, Principal, Kalmiopsis Elementary School
Date Received:	September 12, 2026
Destination of Gift:	Kalmiopsis Elementary School: check for student needs; supplies to teachers

DONATION RECEIPT: PHOTO

Brookings-Harbor School District 17C



Fred Meyer Back to School Donation to Kalmiopsis Elementary School, received September 12, 2026. $1,000 check for student needs and approximately $250 in classroom supplies (total approximately $1,250).

Kalmiopsis Elementary

November Board Report - 2026/27 School Year
Kalmiopsis Elementary School
BHSD Board Statement: Student success is GRIT: the ability to develop curiosity, persevere, have a greater purpose, advocate for oneself, and continually nurture a growth mindset.
BHSD District Goal is to improve student achievement.
Kalmiopsis School Improvement Goal-**Improving ELA/Math Scores**

Attendance:

Kindergarten	93.94%	Third	93.52%
First	91.00%	Fourth	91.87%
Second	93.31%	Fifth	93.70%

The overall attendance for October was 92.89%.

Celebrations:

- Conferences went well with most teachers having 80% or higher family attendance.
- Movie night was cold, but clear and those in attendance seemed to enjoy the feature.
- We had E.L. Achieve come in and do lesson planning, teaching the lesson, and follow-up with 4 of our staff. It went very well and we are adding more opportunities for other teachers.
- Palm Industries and PTO donated $5000 each to help purchase new playground equipment.
- Our bike program finished up strong with lots of support from community members.

We appreciate your continued support as we serve our students and families.

Thank you,

Matthew Bennett, Principal
Lynn Schiermeyer, Vice Principal

Azalea Middle School
Brookings, OR 97415
541-469-7427
Vickie Nigh, Principal
Lynn Schiemeyer, Vice Principal

November 2026 BOARD REPORT

Student Relationships: Social Emotional Learning (SEL)
Azalea Middle School, we are continuing our work to tighten up procedures and protocols for students. We have seen a higher-than-expected volume of student behavior issues. This is happening mostly in the 7th grade level. We are addressing this concern by focusing on reteaching, clarifying behavior expectations, and holding students accountable.

Our leadership teacher and students have been doing an amazing job working on school spirit and culture. We had a majority of students and staff participating in Spirit Week Halloween week.

Our annual Fall Carnival was fantastic, the gym and cafeteria was very busy with families enjoying games, food and fun.

Conferences:
Conferences went well this year. We went from a round robin style in the gym to being held in the teachers classroom. Feed back from parents on that night was positive, they felt as though they could have more detailed private conversations about their student. Teacher feedback was mostly positive, one issue was a meeting going too long. We will develop some strategies around holding a conversation for 10-12 minutes. Of course, at times a longer conversation may be needed, we will look at maybe offering a follow up phone call? The total was 66 families.

Sports
Our Volleyball, Football, and Cross Country teams have had a fantastic season. We are looking forward to Winter Sports, which include Wrestling, Basketball, and Cheer.

Student Attendance:
Student attendance for October:
6th grade 91.22%
7th grade 90.95%
8th grade 90.21%

We have a lot of students and staff sick from whatever is going around.

First, attendance letters are going out for students with eight or more ½ day absences. Azalea's attendance team will meet later this month to review attendance data and determine interventions for chronic absenteeism.

Thank you,
Vickie Nigh
Lynn Schiemeyer

Brookings Harbor High School

Principal Kelly Whitley Assistant Principal Shaun Bavaro

Overview

This month, Brookings-Harbor High School focused on improving reading, strengthening connections through Advisory, and giving students more opportunities to participate in class. The Data Team began developing a schoolwide literacy plan, students helped bring the school together through Homecoming and Bruinsgiving, and teachers continued their one-on-one work with Constructing Meaning.

Current Student On-Track Rates through First Quarter

Grade	On-Track
9th	83%
10th	84%
11th	84%
12th	78%

Operational Efficiency

The BHHS Data Team has expanded its review beyond behavior and referral data to look more closely at student reading performance. The team is using that information to develop a schoolwide plan to close gaps in reading skills.

One of our first steps in addition to schoolwide reading sessions, is to strengthen our partnership with the public library. Our goal is for every BHHS student to have a public library card and eventually have a drop off return box at the high school. We introduced the effort in Advisory on November 10 and had them sign up for at least a one item checkout card to help students access more books and research materials for school and personal reading.

Student Connections

On November 12, Bruinsgiving brought our school together for a family-style meal served to all BHHS students and staff. As part of their service work, National Honor Society members served their fellow students before joining their own Advisory classes for the meal. A special thank-you goes to Cindy Devos for preparing the meal and to Ms. Cook's Intro to Cooking class for making 75 pumpkin pies and the whipped cream.

The schoolwide food drive is our current Advisory competition. It gives students a chance to compete while working together to support our community.

Homecoming was also a big success. Thank you to our Leadership students for planning and putting on the week's events. The dance went smoothly, and students seemed to have a great time.

Student Engagement

Constructing Meaning continues to work one-on-one with BHHS teachers. Coaches tailor their support to each classroom, helping teachers build routines that give students more opportunities to discuss what they read and explain their thinking in writing. Staff feedback has been positive, and we look forward to continuing the partnership throughout the school year.

Three more BHHS teachers will attend Link Crew training this year, expanding the team that supports our student leaders as they welcome and mentor incoming ninth graders.









Technology Department
629 Easy Street (Mailing)
580 Fern Ave (Physical)
Brookings, OR 97415
541 469-7443
Fax 541 469-6599
www.brookings.k12.or.us

November 2026 Board Report

During the month of October, the IT department received 130 new tickets and closed 142 open tickets. So far during the month of November we have received 43 new tickets. We are continuing to make up ground on the total number of open tickets.

I recently attended a Cybersecurity Summit and Tabletop exercise sponsored by LBLESD and various state IT agencies. The information shared and the connections made were extremely valuable. Moving forward, we will utilize the information learned to build a District Cybersecurity Plan that will enable us to prepare, respond and recover from a cyber-attack.

It seems like we just finished the last round of ERate Category 2 purchases and it's time to plan this year's projects and purchases. We have been engaging in conversations with our various network related vendors to get ideas of the best use of our dollars as we continue to work on keeping our network infrastructure up to date.

Sincerely,

Bruce Raleigh
Director of Technology

FOOD SERVICE DEPARTMENT

Board Report Month: October

Cindy Devos

Site	Breakfast Count	Lunch Count	Enrollment	School Day	
Azalea	2,763	4,120	276	21	
Prior Year	**2,231**	**4,589**	**304**	**22**	
	Breakfast Count	**Lunch Count**	**Enrollment**	**School Day**	
BHHS	1,490	2,246	377	21	
Prior Year	**1,213**	**2,491**	**357**	**22**	
	Breakfast Count	**Lunch Count**	**Enrollment**	**School Day**	**SNACKS**
Kalmiopsis	6,387	7,537	523	21	224
Prior Year	**6,388**	**8,087**	**559**	**22**	**0**

In October we had fun with the menu during "National School Lunch Week Cafeteria Circus" making Trapeze Taco Bowls, Strong Man Chili Dogs, and for high school and middle highlighting Big Top Domino's Pizza. For homecoming week, we also did Bruin Burgers, Friday Night Light Nacho's, Viking Soup Sandwich.

October was a long, but short month. I have attached November Menus to this report.

Brookings-Harbor School District
629 Easy St.
Brookings, OR 97415
541 469-7443
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District Communications October 2026

Bruin Band closes its season at Autzen Stadium



The Brookings-Harbor High School Marching Band and Color Guard finished their fall season on Saturday, Nov. 7, at the NWAPA Championships, held as part of the University of Oregon Festival of Bands at Autzen Stadium in Eugene. It was the first time the Bruin Band has marched at Autzen since 2022. In its division, the band earned 1st place in Ensemble Visual and in Color Guard, 2nd in Overall Visual, and 4th in Visual Effect. The Color Guard also placed 9th overall out of 28 bands.
Director Corey Tamondong reports that the band took part in more events this fall than ever before. BHHS hosted its second annual Oregon Coast Invitational Marching Band Clinic on Sept. 26. At the Pride of the Northwest on Oct. 10, the band placed 3rd in its division and 5th overall out of 11 bands, with a 1st place in color guard in prelims. At the first-ever Table Rock Invitational at Crater High School on Oct. 24, the band placed 2nd in its division and took 1st in music performance and percussion.
Photo: Bruin Band and Color Guard at the University of Oregon, Nov. 7, 2026. *Photo credit: Alana Hatch.*

A new format for fall conferences

Parent-teacher conferences looked different this year. Instead of two afternoon-to-evening sessions, the District held conferences on a single no-school day, Thursday, Nov. 5, with teachers available from approximately 11 a.m. to 7 p.m. Azalea Middle School and Brookings-Harbor High School kept their drop-in format. Kalmiopsis Elementary families booked individual times with their child's teacher through ParentSquare's online scheduling tool.
At Kalmiopsis, Superintendent Helena Chirinian and Fiscal Director Dede Corpening also set up a table near the front of the school to talk with families as they came and went. They shared information on the school's Title I status and on recent years of student achievement data from DIBELS, STAR Reading, and Acadience.

Making website PDFs more accessible

The District is adding a new tool to its four websites to make PDF documents easier for everyone to read, including people who use screen readers. Edlio Accessible Documents is an add-on to the website system we already use. It automatically converts each PDF posted on our sites into a

web-page version, scans documents against accessibility standards, fixes common problems on its own, and gives step-by-step instructions for anything that needs a manual fix. The $1,300 subscription covers all four sites.

This is part of a larger body of work. Federal rules under Title II of the Americans with Disabilities Act require school district web content to meet the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. In April 2026 the U.S. Department of Justice extended the compliance date by one year, which puts districts our size at April 26, 2028. The requirement itself did not change, and PDFs are one of the harder pieces for a small district because so much of what we post, from handbooks and flyers to menus and board packets, starts as a PDF.

The tool will not do all of the work for us. Some documents will still need hands-on fixes, and the long-term goal is to build documents accessibly from the start. The purchase is being finalized now, and I expect to share initial implementation notes next month.

Good news around the District

- Three teams in the state playoffs. Football, boys soccer, and girls soccer all earned OSAA playoff berths this fall. All three seasons ended in their opening playoff games. Keith Wallin will give a full update at the November Board Meeting on fall athletics and activities highlights.
- Bike safety at Kalmiopsis. Fourth graders practiced bike skills in PE through Jump Start, a free program from ODOT's Safe Routes to School, funded by ODOT and Cycle Oregon. K-2 students worked on pedestrian safety.
- Family events. Kindergarteners presented their ABC Bootcamp Fashion Show to parents on Oct. 21, and Kalmiopsis hosted its annual Outdoor Movie Night on Oct. 30. Kalmiopsis students also marked Red Ribbon Week with help from the Curry Juvenile Department, and annual food drive is underway this week, and more.

Coming up: FAFSA/College Application Week at BHHS, Nov. 16 to 20. AMS Fall Concert, Nov. 18 at 6 p.m. AMS Turkey Trot, Nov. 20 at 1 p.m. Thanksgiving Break, Nov. 23 to 27.

ParentSquare, first quarter

Three months into district-wide use, 99.7% of student families can be reached through at least one working channel. Just under half of our families (48.3%) took some kind of action in ParentSquare in October, such as replying to a message, filling out a form, or booking a conference time, up from 22.5% in August. Each school is using the platform in the way, that fits its families and staff, and we expect that to keep evolving. The app is allowing a way to keep all district communications, including individual teams, musical and drama performance groups, classrooms, and clubs in one program. We recently shared the first inclement weather alert of the season with the windstorm on Nov. 13 causing some bus route delays with no issues. Coaches frequently use the ParentSquare app to alert families when buses are approaching campus when arriving late at night back from competitions.

N*ancy Raskauskas-Coons, Communications Coordinator*
Stay Connected: Brookings-Harbor School District: Web: brookings.k12.or.us/; Social: facebook.com/BHSD17C/

100 GENERAL FUND | Revenue & Expense Summary
Fiscal Year 2026 - 2027
For the Period Ending October 31, 2026

REVENUES	Period 1 Actual Jul '26	Period 2 Actual Aug '26	Period 3 Actual Sept '26	Period 4 Actual Oct '26	Period 5 Projected Nov '26	Period 6 Projected Dec '26	Period 7 Projected Jan '27	Period 8 Projected Feb '27	Period 9 Projected Mar '27	Period 10 Projected Apr '27	Period 11 Projected May '27	Period 12 Projected Jun '27	Projected 2026-27 Totals	Adopted 2026-27 BUDGET
STATE SCHOOL FUND FORMULA:														
Local Taxes	-	-	48,223	29,109	6,505,721	153,684	191,828	202,833	219,401	71,912	36,510	185,709	7,644,930	7,644,930
County School Funds	-	-	-	-	168,985	-		-			-		168,985	165,000
State School Fund	1,494,365	746,734	746,734	746,734	746,734	746,734	746,734	746,734	746,734	746,734	546,734		8,761,705	9,077,170
Common School Fund	-	-	-	-				90,000				90,000	180,000	180,000
State Managed Timber	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SSF Formula Total	**1,494,365**	**746,734**	**794,957**	**775,843**	**7,421,440**	**900,418**	**938,562**	**1,039,567**	**966,135**	**818,646**	**583,244**	**275,709**	**16,755,620**	**17,067,100**
Local Sources (1000)	20,554	89,467	19,088	29,710	26,205	51,926	40,345	34,434	42,288	32,584	23,213	26,736	436,552	442,044
Intermediate Sources (2000)	-	-	-	-	-	-		-			-	450,000	450,000	450,000
State Sources (3000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Sources (4000)	-	-	-	-	-	-	-	-	-	-	265,000		265,000	265,000
Other Sources (5000)	-	-	-	-		-						-	-	4,000
Total Operating Revenue	**1,514,919**	**836,201**	**814,046**	**805,552**	**7,447,645**	**952,344**	**978,907**	**1,074,001**	**1,008,424**	**851,230**	**871,457**	**752,445**	**17,907,172**	**18,228,144**
Beginning Fund Balance (5400)	3,296,122	-	-	-	-	-	-	-	-	-	-	41,329	3,337,451	2,700,000
Total Monthly Revenues	**4,811,041**	**836,201**	**814,046**	**805,552**	**7,447,645**	**952,344**	**978,907**	**1,074,001**	**1,008,424**	**851,230**	**871,457**	**793,774**	**21,244,623**	**20,928,144**
CUMULATIVE RESOURCES	**4,811,041**	**5,647,243**	**6,461,289**	**7,266,841**	**14,714,486**	**15,666,830**	**16,645,737**	**17,719,738**	**18,728,162**	**19,579,392**	**20,450,849**	**21,244,623**		
EXPENDITURES BY OBJECT														
Salaries (100)	197,229	221,250	748,042	742,474	785,212	785,212	785,212	785,212	785,212	785,212	785,212	1,752,113	9,157,591	9,286,482
Employee Benefits (200)	104,834	113,940	453,608	453,021	475,241	475,241	475,241	476,914	482,609	486,994	537,896	1,165,639	5,701,178	5,781,982
Purchased Services (300)	34,636	115,204	78,526	187,342	156,635	156,635	156,635	166,423	212,388	182,212	187,264	328,809	1,962,710	1,904,140
Supplies & Materials (400)	37,237	62,962	72,577	84,722	55,634	59,483	59,336	80,835	83,485	80,680	104,748	162,343	944,042	992,075
Capital Outlay (500)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance/Other (600)	461,799	2,615	7,492	16,845	2,610	1,950	7,021	1,938	4,598	5,037	1,966	3,097	516,969	494,547
Interfund Transfers (700)	-	-	787,000	-	-	-	-	-	-	-	25,000		812,000	812,000
Total Operating Expenditures	**835,736**	**515,971**	**2,147,244**	**1,484,403**	**1,475,331**	**1,478,522**	**1,483,445**	**1,511,321**	**1,568,292**	**1,540,137**	**1,642,085**	**3,412,001**	**19,094,489**	**19,271,227**
Contingency (810)	-	-	-	-	-	-	-	-	-	-	-	200,000	200,000	200,000
Unapprop. Ending Fund (820)	-	-	-	-	-	-	-	-	-	-	-	1,456,918	1,456,918	1,456,918
Total Monthly Expenditures	**835,736**	**515,971**	**2,147,244**	**1,484,403**	**1,475,331**	**1,478,522**	**1,483,445**	**1,511,321**	**1,568,292**	**1,540,137**	**1,642,085**	**5,068,919**	**20,751,407**	**20,928,144**
CUMULATIVE EXPENDITURES	**835,736**	**1,351,707**	**3,498,952**	**4,983,355**	**6,458,686**	**7,937,207**	**9,420,653**	**10,931,974**	**12,500,266**	**14,040,403**	**15,682,488**	**20,751,407**		
EXPENDITURES BY FUNCTION														
Instruction (1000)	17,131	48,559	718,990	760,445	784,048	785,445	785,445	819,116	840,607	803,628	856,701	1,848,295	9,068,410	9,602,053
Support Services (2000)	818,605	467,412	641,254	723,958	691,283	693,077	698,000	692,205	727,685	736,509	760,384	1,563,706	9,214,078	8,857,174
Enterprise & Comm Svc (3000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Facilities Acq & Constr (4000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Uses (5000)	-	-	787,000	-	-	-	-	-	-	-	25,000	-	812,000	812,000
Total Operating Expenditures	**835,736**	**515,971**	**2,147,244**	**1,484,403**	**1,475,331**	**1,478,522**	**1,483,445**	**1,511,321**	**1,568,292**	**1,540,137**	**1,642,085**	**3,412,001**	**19,094,488**	**19,271,227**
Contingencies (6000)	-	-	-	-	-	-	-	-	-	-	-	200,000	200,000	200,000
Unapprop. Ending Fund (7000)	-	-	-	-	-	-	-	-	-	-	-	1,456,918	1,456,918	1,456,918
Total Monthly Expenditures	**835,736**	**515,971**	**2,147,244**	**1,484,403**	**1,475,331**	**1,478,522**	**1,483,445**	**1,511,321**	**1,568,292**	**1,540,137**	**1,642,085**	**5,068,919**	**20,751,406**	**20,928,144**
CUMULATIVE EXPENDITURES	**835,736**	**1,351,707**	**3,498,952**	**4,983,355**	**6,458,686**	**7,937,207**	**9,420,652**	**10,931,974**	**12,500,266**	**14,040,402**	**15,682,487**	**20,751,406**		

Brookings-Harbor Schoool District

Enrollment Comparison 2026-2027/2025-2026/2024-2025

Current as of November 10, 2026

	September			October			November			December			January			February			March			April			May			June		
Grade	2026	2025	2024	2026	2025	2024	2026	2025	2024	2025	2024	2023	2026	2025	2024	2026	2025	2024	2026	2025	2024	2026	2025	2024	2026	2025	2024	2026	2025	2024
K	63	79	80	64	79	81	65	78	81	77	80	88	76	81	87	75	81	88	74	81	87	73	82	83	72	83	83	73	83	83
1	83	81	86	83	80	87	84	80	86	80	87	103	80	86	103	78	86	103	78	89	103	76	89	102	74	91	100	76	90	98
2	79	95	103	79	93	100	80	92	100	93	100	91	92	103	92	88	102	92	89	102	93	88	101	94	88	103	95	89	103	94
3	88	105	98	87	104	96	87	104	97	105	97	90	104	98	91	104	100	89	104	99	89	103	101	88	106	102	87	106	102	86
4	107	108	88	106	107	87	105	108	87	107	85	86	108	84	87	104	85	87	104	84	86	103	85	88	102	83	87	101	83	86
5	98	88	94	99	90	94	101	92	93	93	95	85	93	94	85	91	91	85	89	90	84	89	89	83	87	87	83	88	87	84
	518	**556**	**549**	**518**	**553**	**545**	**522**	**554**	**544**	**555**	**544**	**543**	**553**	**546**	**545**	**540**	**545**	**544**	**538**	**545**	**542**	**532**	**547**	**538**	**529**	**549**	**535**	**533**	**548**	**531**
6	93	94	91	92	92	91	90	90	89	88	88	125	86	88	124	88	88	124	87	87	122	86	87	122	86	89	122	86	89	121
7	95	94	133	96	94	133	91	93	128	91	127	90	91	127	89	91	127	88	91	128	85	90	129	85	90	125	84	89	121	83
8	91	127	87	90	127	84	92	121	83	121	81	121	119	84	119	114	82	117	112	83	117	109	81	120	109	81	120	108	81	117
	279	**315**	**311**	**278**	**313**	**308**	**273**	**304**	**300**	**300**	**296**	**336**	**296**	**299**	**332**	**293**	**297**	**329**	**290**	**298**	**324**	**285**	**297**	**327**	**285**	**295**	**326**	**283**	**291**	**321**
9	119	92	123	118	90	123	118	87	122	88	119	112	89	117	109	84	109	109	84	107	104	84	102	102	83	101	101	79	101	100
10	85	100	102	85	96	102	89	94	101	97	101	117	99	97	118	98	91	115	98	91	115	99	90	115	97	88	113	95	85	111
11	94	80	108	92	80	108	94	75	105	74	105	103	71	102	105	71	100	103	72	96	101	72	96	100	69	95	99	69	94	96
12	78	96	106	73	97	101	80	98	103	101	103	115	100	100	112	106	95	107	106	91	107	106	92	107	103	88	109	105	88	108
	376	**368**	**439**	**368**	**363**	**434**	**381**	**354**	**431**	**360**	**428**	**447**	**359**	**416**	**444**	**359**	**395**	**434**	**360**	**385**	**427**	**361**	**380**	**424**	**352**	**372**	**422**	**348**	**368**	**415**
Total	**1173**	**1239**	**1299**	**1164**	**1229**	**1287**	**1176**	**1212**	**1275**	**1215**	**1268**	**1326**	**1208**	**1261**	**1321**	**1192**	**1237**	**1307**	**1188**	**1228**	**1293**	**1178**	**1224**	**1289**	**1166**	**1216**	**1283**	**1164**	**1207**	**1267**

Brookings Harbor School District 17C
564 Fern Ave.
Brookings, OR 97415
541 469-7443
Fax 541 469-6599
www.brookings.k12.or.us

November 12, 2026

Brookings-Harbor School District 17C Board Members
629 Easy Street
Brookings, OR 97415

RE: Seismic Project Recommendation – BHHS Classroom Addition

Dear School Board Members,

We have reviewed the proposals for the seismic rehabilitation of the BHHS Classroom Addition Seismic Project.

The district recommends award of the design build contract to Ausland.

Once approved by the District, the contract will be negotiated in two phases. The first phase is for the development and completion of cost estimates. Once this phase is complete, a GMP (guaranteed maximum price) will be negotiated and a separate contract will be prepared for the construction services.

Sincerely,

Jess Beaman, Director of Facilities
Dede Corpening, Director of Fiscal Services
Helena Chirinian, Superintendent

DRAFT

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« Brookings-Harbor School District 17C, a subdivision of the State of Oregon »
»
« 629 Easy Street »
« Brookings, Oregon 97415 »

and the Design-Builder:
(Name, legal status, address and other information)

Ausland Group
« 3935 Highland Avenue »
« Grants Pass, OR 97526
CCBN: 172333»

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

«Seismic Rehabilitations for:
Brookings Harbor High School (Areas Defined in Grant Application)
625 Pioneer Road
Brookings, Oregon 97415
»

The Owner and Design-Builder 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.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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User Notes: (791632237)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« Owner's program is: execution of seismic rehabilitation scope required by State seismic grant(s), in concert with ongoing operations of school(s), within time frame permitted by grant. Owner and Design/Builder shall work together in good faith to collaborate reasonable phasing and execution given the invasive character and large scope

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User Notes:

of the work required. Incorporated by reference is Structural Seismic Evaluation Report for Brookings Harbor High School by ZCS Engineering dated December, 2024. »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

«Seismic rehabilitation as defined by State grant.»

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«The following information was, or will be provided by Owner:

- Structural Seismic Evaluation Report for Brookings Harbor High School by ZCS Engineering, dated December, 2024

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

« N/A »

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

« N/A »

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

- Brookings Harbor High School: $2,497,996»

§ 1.1.7 The Owner's design and construction milestone dates:

.4 Substantial Completion date:

To be contemplated in GMP submittal (Design-Builder Proposal)

.5 Other milestone dates:

«N/A»

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

«N/A»

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User Notes:

.2 Consultants

«N/A»

.3 Contractors

«N/A»

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

«N/A»

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

« TBD »
« 629 Easy Street »
« Brookings, Oregon 97415
seang@brookings.k12.or.us »

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

TBD

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

« Aaron Ausland »
« 3935 Highland Avenue »
« Grants Pass, OR 97526 »

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

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§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 14.4

[« X »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

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

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

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§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

«Lump sum, as defined by Exhibit C attached.»

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibits D and E attached.

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of «Ten» percent («10» %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

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§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid «thirty» («30») 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 Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

«1.5% per month» %

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

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§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing information identified below:

.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of outstanding Submittals;
.4 Responses to requests for information to be provided by the Owner;
.5 Approved Change Orders and Change Directives;
.6 Pending Change Order and Change Directive status reports;
.8 Status report of Work rejected by the Owner;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall furnish to the Owner, certification with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has reasonably (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

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§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 (Not used).

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that Owner pays Design-Builder all amounts due under the Contract and any applicable termination fee, and:

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. If requested by the Owner in writing, the report shall also include

.2 if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

« N/A »

§ 4.2.3 The Owner shall review the Design-Builder's report and, if acceptable, provide the Design-Builder consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.4 Structural modifications;

.6 Specifications or sufficient drawing notes describing construction materials.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal (GMP)

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§ 4.4.1 Upon the Owner's issuance of consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;

.3 The proposed date the Design-Builder shall achieve Substantial Completion;

.4 An enumeration of any qualifications and exclusions, if applicable;

.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

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§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall reasonably cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying known discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report known discrepancies or defects shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will reasonably allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

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.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;
.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

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.6 Additional costs of supervision and field and home office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

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§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not

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such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in material accordance with the requirements of the Design-Build Documents as required by Section 11.2 or materially fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in material accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a

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schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least seven (7) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may reasonably require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

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§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's reasonable determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** defective Work, including design and construction, not remedied;
- **.2** third party claims filed;
- **.3** failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment used in the performance of the Work;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor caused by Design-Builder;

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in material accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 (Not used).

§ 9.6.4 The Owner has the right to request reasonable written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

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§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 (Not used.)

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness

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connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 (Not used.)

§ 9.10.5 (Not used.)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

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§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be

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responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

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§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 (Not used.)

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the 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, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instuments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for

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any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

§ 13.1.4 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.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

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§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- **.1** fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- **.2** repeatedly and materially refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- **.3** fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- **.4** repeatedly and materially disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.5** is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- **.1** Exclude the Design-Builder from the site;
- **.2** Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Design-Builder will not be due overhead and profit on any work or services not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party'sOwner's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

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§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the

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demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by a mutually agreed construction mediator. A request for mediation shall be made in writing. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a reasonable period, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 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 would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose 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.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 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).

§ 14.4.4.2 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

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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.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

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§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds
.4 Exhibit C – Design Phase Fees
.5 Exhibit D – Labor and other Cost Rates
.6 Exhibit E – Equipment Cost Rates

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

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Brookings Harbor School District	Ausland Group
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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