

Board of Education Meeting
Monday, November 17, 2025 7:30 PM

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Agenda

1. Call to Order and Roll Call
2. Notice of Open Meeting Act- *A current copy of the Open Meetings Act is posted in the room and accessible to the public.*
3. Publication of Meeting
4. Excuse Absent Board Members
5. Approval of Agenda
6. Consent Agenda
 - 6.1. Treasurer's report
 - 6.2. Secretary report
 - 6.3. Expenditures
 - 6.4. Claims for payment
 - 6.5. Minutes of prior meeting(s)
7. Communications from the Public
 - 7.1. NRCSA Presentation- NREA Outstanding Rural Teacher Award
 - 7.2. City of Syracuse
8. Reports
 - 8.1. Superintendent
 - 8.2. Principal Report- Middle School
 - 8.3. Facilities/ Transportation
9. Discussion Items
 - 9.1. Review of Policies
 - 9.2. BVH Proposal
 - 9.3. House demo and parking lot project
10. Action Items
 - 10.1. Discuss, consider, and take action on updating policies.
11. Adjourn

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Syracuse Journal Democrat, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

Publication Dates:

- Nov 14, 2025

Notice ID: c6pT0qzg83yD77LbhyoB

Notice Name: Meeting Notice 11_17_25

Publication Fee: \$4.95

Ankit Sachdeva

Agent

VERIFICATION

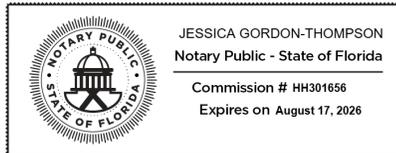
State of Florida
County of Orange

Signed or attested before me on this: 11/17/2025

J. Ra

Notary Public

Notarized remotely online using communication technology via Proof.



MEETING NOTICE

School District #27 Board of Education will hold its regular monthly meeting Monday, November 17, 2025 at 7:30 pm in the Elementary Conference Room. A continually current agenda is available for public inspection at the Superintendent's office. Published in the Syracuse Journal Democrat on November 14, 2025.

4011840 ZNEZ

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
October 31, 2025

GENERAL FUND

BEGINNING BALANCE		\$4,103,983.65
RECEIPTS		
TAXES	\$293,952.80	
INTEREST	\$12,616.97	
STATE OF NEBRASKA	\$143,342.36	
OTHER	<u>\$12,778.50</u>	
TOTAL		\$462,690.63
DISBURSEMENTS		
PAYROLL/DEDUCTIONS	\$803,951.00	
OPERATING	\$188,595.77	
OTHER -	\$0.00	
OTHER -	<u>\$0.00</u>	
TOTAL		<u>\$992,546.77</u>
FUND BALANCE		<u><u>\$3,574,127.51</u></u>
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-03	\$34,655.06
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-05	\$2,243,653.45
COUNTRYSIDE BANK UNADILLA	ACCT # 00412-700	\$38,225.61
FIRSTBANK NEB SYRACUSE	CD# 5013262 & 5013924	\$1,035,418.17
RIVERSTONE BANK	CD# 76834	<u>\$222,175.22</u>
GENERAL FUND BALANCE	October 31, 2025	<u><u>\$3,574,127.51</u></u>

BUILDING FUND

BEGINNING BALANCE		\$1,873,724.24
RECEIPTS		
TAXES	\$14,564.03	
INTEREST	\$16,050.38	
TRANSFER FROM GEN FUND -03	\$0.00	
OTHER - SCOREBOARD ADS	<u>\$14,625.00</u>	
TOTAL		\$45,239.41
DISBURSEMENTS		
TRANSFER -	\$0.00	
OTHER -	\$0.00	
OTHER -	\$0.00	
OTHER -	<u>\$0.00</u>	
TOTAL		<u>\$0.00</u>
FUND BALANCE		<u><u>\$1,918,963.65</u></u>
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-01	\$4,888.04
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-05	\$519,597.61
WESTERN NATIONAL BANK	CD #702816	\$636,462.66
FIRSTBANK NEB SYRACUSE	CD #5013963	<u>\$758,015.34</u>
BUILDING FUND BALANCE	October 31, 2025	<u><u>\$1,918,963.65</u></u>

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
October 31, 2025

DEPRECIATION FUND

BEGINNING BALANCE			\$1,063,109.54
RECEIPTS			
TRANSFER FROM GEN FUND - 03		\$0.00	
INTEREST		\$2,365.23	
OTHER - TRANS		\$0.00	
TOTAL		\$2,365.23	\$2,365.23
DISBURSEMENTS			
OTHER - WOODHOUSE CHEVROLET		\$65,138.00	
OTHER -		\$0.00	
TOTAL		\$65,138.00	\$65,138.00
FUND BALANCE			\$1,000,336.77
COUNTRYSIDE BANK UNADILLA	ACCT # 00548M297		\$1,000,336.77
	CD #		\$0.00
			\$0.00
			\$0.00
DEPR FUND BALANCE	October 31, 2025		\$1,000,336.77

UNEMPLOYMENT FUND

BEGINNING BALANCE			\$12,810.49
RECEIPTS			
TRANSFER FROM GEN FUND		\$0.00	
INTEREST		\$31.01	
TOTAL		\$31.01	\$31.01
DISBURSEMENTS			
OTHER - NE UC FUND		\$0.00	
TOTAL		\$0.00	\$0.00
FUND BALANCE			\$12,841.50
FIRSTBANK NEB SYRACUSE	ACCT # 731-612-05		\$12,841.50
UNEMPLOY FUND BALANCE	October 31, 2025		\$12,841.50

BOND FUND

BEGINNING BALANCE			\$986,649.43
RECEIPTS			
TAXES		\$30,711.84	
INTEREST		\$2,369.59	
OTHER -		\$0.00	
TOTAL		\$33,081.43	\$33,081.43
DISBURSEMENTS			
OTHER - UNION BANK & TRUST		\$640,627.50	
OTHER -		\$0.00	
TOTAL		\$640,627.50	\$640,627.50
FUND BALANCE			\$379,103.36
FIRSTBANK NEB SYRACUSE	ACCT # 631-911-05		\$379,103.36
	CD #		\$0.00
			\$0.00
BOND FUND BALANCE	October 31, 2025		\$379,103.36

**SCHOOL DISTRICT #27
SECRETARY'S REPORT
NOVEMBER 17, 2025**

GENERAL FUND

Balance as of September 30, 2025	\$ 4,103,983.65
October receipts	<u>\$ 462,690.63</u>
Total amount available	\$ 4,566,674.28
October disbursements	<u>\$ 992,546.77</u>
Balance as of October 31, 2025	\$ 3,574,127.51

SCHOOL LUNCH FUND

Balance as of September 30, 2025	\$ 369,503.30
October receipts	<u>\$ 47,864.62</u>
Total amount available	\$ 417,367.92
October disbursements	<u>\$ 34,264.35</u>
Balance as of October 31, 2025	\$ 383,103.57

Bank Balance October 31, 2025	\$ 383,103.57
Outstanding receipts	<u>\$ -</u>
Total amount available	\$ 383,103.57
Outstanding disbursements	<u>\$ -</u>
Bank Balance October 31, 2025	\$ 383,103.57

SCHOOL ACTIVITIES

Balance as of September 30, 2025	\$ 101,627.56
October receipts	<u>\$ 51,213.90</u>
Total amount available	\$ 152,841.46
October disbursements	<u>\$ 42,410.36</u>
Balance as of October 31, 2025	\$ 110,431.10

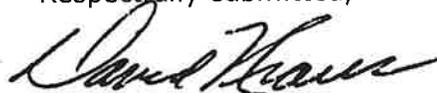
SDA REVOLVING

Balance as of September 30, 2025	\$ 97,172.67
October receipts	<u>\$ 18,392.72</u>
Total amount available	\$ 115,565.39
October disbursements	<u>\$ 1,875.50</u>
Balance as of October 31, 2025	\$ 113,689.89

*Included

FirstBank Nebraska Cking #03	34,618.29	34,655.06
FirstBank Nebraska MM #05	2,778,597.66	2,243,653.45
Countryside Bank Unadilla	38,255.79	38,225.61
FirstBank Nebraska CD #5011964	1,030,336.69	1,035,418.17
Riverstone Bank CD	<u>222,175.22</u>	<u>222,175.22</u>
	\$ 4,103,983.65	\$ 3,574,127.51

Respectfully submitted,



David Kraus, Superintendent

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 10/01/2025 to 10/31/2025.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SHS	Syracuse High School							
A-1	Activity Accounts							
	1000-1	JH STOP		3,978.39	322.21	1,599.33	0.00	2,701.27
	1001-1	ADMISSIONS		15,741.00	8,086.10	0.00	0.00	23,827.10
	1005-1	ADULT ATHLETIC PASSES		3,350.00	160.00	0.00	0.00	3,510.00
	1015-1	ART CLUB		2,566.03	0.00	0.00	0.00	2,566.03
	1020-1	ATHLETIC BOOSTER CLUB		29,084.71	3,032.00	3,323.99	0.00	28,792.72
	1025-1	BAND		928.37	403.00	113.85	0.00	1,217.52
	1031-1	CIRCLE OF FRIENDS		387.94	411.09	8.80	0.00	790.23
	1065-1	DANCE TEAM		2,647.04	623.61	0.00	0.00	3,270.65
	1071-1	DAT		0.00	4,080.00	3,396.00	0.00	684.00
	1075-1	DISTRICT AUTISM TEAM		1,928.71	0.00	0.00	0.00	1,928.71
	1080-1	DRAMA		-2,675.28	517.21	310.00	0.00	-2,468.07
	1084-1	E-SPORTS		234.96	0.00	0.00	0.00	234.96
	1085-1	EL MUSIC PROGRAM		151.29	0.00	0.00	0.00	151.29
	1090-1	EL STUDY		2,589.37	0.00	0.00	0.00	2,589.37
	1095-1	EQUIPMENT (CONCESSIONS)		9,873.92	5,949.37	6,047.30	-368.84	9,407.15
	1100-1	FBLA		6,488.57	0.00	85.25	0.00	6,403.32
	1110-1	FFA		15,540.96	2,178.23	2,771.31	0.00	14,947.88
	1120-1	FIELD TRIPS		15,008.62	2,960.00	3,811.00	-13.00	14,144.62
	1125-1	FOREIGN LANGUAGE		97.22	0.00	0.00	0.00	97.22
	1130-1	HIGH ABILITY		981.32	0.00	415.45	0.00	565.87
	1135-1	HISTORY FAIR		957.75	0.00	0.00	0.00	957.75
	1140-1	HOMEROOM		2,193.28	0.00	31.75	0.00	2,161.53
	1145-1	HONOR SOCIETY		1,572.93	0.00	397.66	0.00	1,175.27
	1150-1	HS MATHEMATICS CLUB		30.61	0.00	0.00	0.00	30.61
	1155-1	INTEREST		960.17	23.54	0.00	0.00	983.71
	1160-1	JH STUDENT COUNCIL		1,930.38	922.38	324.00	-10.00	2,518.76
	1165-1	LIBRARY		5,817.21	2,333.34	2,141.60	-47.89	5,961.06
	1170-1	LIFE SKILLS PETTY CASH		417.74	0.00	0.00	0.00	417.74
	1180-1	MS STUDY		1,732.50	0.00	0.00	0.00	1,732.50
	1181-1	MS MTSS		319.37	0.00	46.97	0.00	272.40
	1185-1	MUSIC BOOSTERS		3,728.84	1,097.36	330.99	0.00	4,495.21
	1190-1	MUSIC BOOSTERS TRIP FUND		26,958.68	0.00	751.20	0.00	26,207.48
	1195-1	PHYSICAL EDUCATION		807.27	0.00	0.00	0.00	807.27
	1200-1	PICTURES		7,082.75	0.00	0.00	0.00	7,082.75
	1205-1	PLAYGROUND EQUIPMENT		2,399.27	0.00	0.00	0.00	2,399.27
	1210-1	QUIZ BOWL		31.98	0.00	0.00	0.00	31.98
	1215-1	READING PROGRAM		103.40	0.00	0.00	0.00	103.40
	1220-1	S CLUB		751.62	0.00	0.00	0.00	751.62
	1225-1	SCHOLARSHIPS		1,500.00	0.00	0.00	0.00	1,500.00
	1230-1	SDA PTO		16,693.85	2,981.97	1,123.08	-60.00	18,492.74
	1235-1	SH ATHLETICS		-52,523.05	5,366.58	10,994.90	368.84	-57,782.53
	1236-1	FOOTBALL		363.00	0.00	0.00	0.00	363.00
	1240-1	SH STUDENT COUNCIL		5,724.11	1,768.00	1,207.02	0.00	6,285.09

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 10/01/2025 to 10/31/2025.

Site ID Group ID	Site Name Group Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
1245-1	SH STUDY	5,454.09	17.50	0.00	0.00	5,471.59
1250-1	SHOP	1,914.84	0.00	0.00	0.00	1,914.84
1255-1	SkillsUSA	2,518.42	850.00	334.38	-20.00	3,014.04
1260-1	SOS (STUDENTS OF SERVICE)	2,809.19	0.00	0.00	0.00	2,809.19
1265-1	SPEECH	-1,439.55	0.00	0.00	0.00	-1,439.55
1270-1	STOP	2,546.33	0.00	0.00	0.00	2,546.33
1275-1	STUDENT ATHLETIC PASSES	13,150.00	160.00	0.00	0.00	13,310.00
1280-1	TEACHER SUPPLIES	7,300.66	0.00	0.00	0.00	7,300.66
1285-1	TITLE I	1,936.00	0.00	0.00	0.00	1,936.00
1290-1	VARSITY CHEERLEADERS	-3,421.44	5,157.88	1,510.78	0.00	225.66
1295-1	YEARBOOK	-79,388.19	1,000.00	160.00	0.00	-78,548.19
1300-1	COUNSELOR FUND	125.00	0.00	0.00	0.00	125.00
1305-1	KINDNESS SQUAD	508.12	0.00	439.00	0.00	69.12
1310-1	FFA- Otoe County Fair	1,201.54	0.00	583.86	0.00	617.68
1350-1	Rocket Cards	1,930.95	0.00	0.00	0.00	1,930.95
2014-1	CLASS OF 2024 (GRADUATED)	0.00	0.00	0.00	0.00	0.00
2020-1	CLASS OF 2025 (Graduated)	0.00	0.00	0.00	0.00	0.00
2021-1	CLASS OF 2026 (12th GRADE)	3,584.68	0.00	0.00	0.00	3,584.68
2022-1	CLASS OF 2027 (11th Grade)	1,808.73	345.51	0.00	0.00	2,154.24
2024-1	CLASS OF 2028 (10TH GRADE)	631.39	467.02	0.00	0.00	1,098.41
2025-1	CLASS OF 2029 (Freshmen)	0.00	0.00	0.00	0.00	0.00
A-1 Totals:		101,627.56	51,213.90	42,259.47	-150.89	110,431.10
SHS Activity Totals:		101,627.56	51,213.90	42,259.47	-150.89	110,431.10

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SHS Checking:			51,213.90	42,259.47		
SHS Investment:						
SHS Bank Balances:	101,627.56		51,213.90	42,259.47	-150.89	110,431.10

Report Activity Totals:	101,627.56	51,213.90	42,259.47	-150.89	110,431.10
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Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 10/01/2025 to 10/31/2025.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
REV	Revolving Account							
R-1	Revolving Accounts							
	3295-2	GENERAL		-22,260.42	10,219.46	-897.11	0.00	-11,143.85
	3300-2	INSURANCE		-2,255.88	7,398.20	2,747.61	0.00	2,394.71
	3305-2	DRIVERS ED		800.00	0.00	0.00	0.00	800.00
	3310-2	INTEREST		550.93	20.06	0.00	0.00	570.99
	3315-2	WALTER JANSSEN SCHOLARSHI		0.00	0.00	0.00	0.00	0.00
	3320-2	DUAL ENROLLMENT		34,945.21	0.00	0.00	0.00	34,945.21
	3321-2	MISC		57,874.39	190.00	25.00	0.00	58,039.39
	3322-2	TECHNOLOGY		27,518.44	565.00	0.00	0.00	28,083.44
			R-1 Totals:	97,172.67	18,392.72	1,875.50	0.00	113,689.89
			REV Activity Totals:	97,172.67	18,392.72	1,875.50	0.00	113,689.89

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
REV Checking:			18,392.72	1,875.50		
REV Investment:						
REV Bank Balances:	97,172.67		18,392.72	1,875.50	0.00	113,689.89

Report Activity Totals:	97,172.67	18,392.72	1,875.50	0.00	113,689.89
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Syracuse Public School

Check Report

Begin Date: 11/01/2025; End Date: 11/30/2025; Accounting Cycle: FY 25-26; Check Type: Accounts Payable; Payee: [All];
 Bank: First Bank of Nebraska; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 11/12/2025 5:08:58 PM

Check Date	Check Number	Payee	Type	Amount
11/17/2025	EFT	Amazon Capital Services	Accounts Payable	\$3,508.15
11/17/2025	EFT	Magic-Wrighter, Inc.	Accounts Payable	\$34.95
11/17/2025	8210	Antes Family Hardware	Accounts Payable	\$289.35
11/17/2025	8211	ASI Systems, Inc.	Accounts Payable	\$1,958.47
11/17/2025	8212	ATS, LLC	Accounts Payable	\$29,634.15
11/17/2025	8213	Baragary Construction, Inc.	Accounts Payable	\$7,432.80
11/17/2025	8214	Barnes & Noble, Inc.	Accounts Payable	\$92.52
11/17/2025	8215	Blick Art Materials	Accounts Payable	\$28.26
11/17/2025	8216	Brianna Tickle	Accounts Payable	\$10,849.16
11/17/2025	8217	Buss Pest Control	Accounts Payable	\$115.00
11/17/2025	8218	Capital Business Systems, Inc.	Accounts Payable	\$1,300.56
11/17/2025	8219	Cartridge World Lincoln-Omaha	Accounts Payable	\$6,183.00
11/17/2025	8220	CB Plumbing Services	Accounts Payable	\$218.75
11/17/2025	8221	CDW Government, Inc.	Accounts Payable	\$3,433.81
11/17/2025	8222	CherryRoad Media, Inc.	Accounts Payable	\$225.00
11/17/2025	8223	City Of Syracuse	Accounts Payable	\$17,526.82
11/17/2025	8224	Column Software, PBC	Accounts Payable	\$4.95
11/17/2025	8225	Cubby's Inc.	Accounts Payable	\$5,801.93
11/17/2025	8226	Culligan of Percival	Accounts Payable	\$211.50
11/17/2025	8227	Dietze Music	Accounts Payable	\$37.49
11/17/2025	8228	Eakes Office Solutions	Accounts Payable	\$2,102.11
11/17/2025	8229	Esu #4	Accounts Payable	\$1,076.70
11/17/2025	8230	ESU #6	Accounts Payable	\$465.05
11/17/2025	8231	Facts4Me	Accounts Payable	\$100.00
11/17/2025	8232	First Concord Group	Accounts Payable	\$247.50
11/17/2025	8233	Frontier Cooperative	Accounts Payable	\$664.47
11/17/2025	8234	HD Supply, Inc.	Accounts Payable	\$541.44
11/17/2025	8235	Heinemann	Accounts Payable	\$93.66
11/17/2025	8236	Heritage Water Services, Inc.	Accounts Payable	\$200.00
11/17/2025	8237	Jamie Hestermann	Accounts Payable	\$80.99
11/17/2025	8238	Julie D. Bauman, CPA, P.C.	Accounts Payable	\$8,350.00
11/17/2025	8239	JW Pepper	Accounts Payable	\$88.79
11/17/2025	8240	McGraw-Hill Education, Inc.	Accounts Payable	\$135.11
11/17/2025	8241	Midwest Alarm Services	Accounts Payable	\$7,097.02
11/17/2025	8242	Midwest Bus Parts, Inc.	Accounts Payable	\$139.41
11/17/2025	8243	Midwest Bus Repair, LLC	Accounts Payable	\$2,610.79
11/17/2025	8244	Mike's Grading and Rock Hauling	Accounts Payable	\$155.00
11/17/2025	8245	NC Utilities	Accounts Payable	\$571.00
11/17/2025	8246	NCECBVI	Accounts Payable	\$13,341.20
11/17/2025	8247	NCS Pearson/Certiport	Accounts Payable	\$65.00
11/17/2025	8248	One Source	Accounts Payable	\$44.00
11/17/2025	8249	Papillion Sanitation	Accounts Payable	\$1,379.53
11/17/2025	8250	Perry, Guthery, Haase & Gessford, P.C., L.L.O.	Accounts Payable	\$1,810.80
11/17/2025	8251	Principal Life Insurance Company	Accounts Payable	\$1,718.00
11/17/2025	8252	Rise Vision, Inc.	Accounts Payable	\$414.00
11/17/2025	8253	SDA Revolving	Accounts Payable	\$6,632.19
11/17/2025	8254	Segra	Accounts Payable	\$804.15
11/17/2025	8255	Staples Business Advantage	Accounts Payable	\$5,289.66
11/17/2025	8256	Syracuse Area Health	Accounts Payable	\$7,677.00
11/17/2025	8257	Syracuse Fresh Market	Accounts Payable	\$474.11
11/17/2025	8258	Syracuse Lumber Co	Accounts Payable	\$43.00
11/17/2025	8259	Syracuse Motor Supply	Accounts Payable	\$128.00
11/17/2025	8260	Voss Lighting	Accounts Payable	\$784.80
11/17/2025	8261	Weathercraft Co. of Lincoln	Accounts Payable	\$2,089.84
11/17/2025	8262	Windstream	Accounts Payable	\$1,378.92
Sub Total				\$157,679.86

Board of Education Meeting
Monday, October 20, 2025 7:30 PM Central

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Barry Janssen: Present
Tyler Kreifels: Present
Justin Stark: Present
Amy Wemhoff: Present
Brienne Wilhelm: Present
Ed Zastera: Present

1. Call to Order and Roll Call

2. Notice of Open Meeting Act- Posted- *A current copy of the Open Meetings Act is posted in the room and accessible to the public.*”

3. Publication of Meeting

4. Excuse Absent Board Members

5. Approval of Agenda

Motion to approve the agenda. This motion, made by Justin Stark and seconded by Brienne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

6. Consent Agenda

Motion to approve the consent agenda. This motion, made by Brienne Wilhelm and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

6.1. 2024-2025 Annual Reports

6.2. Treasurer's report

6.3. Secretary report

6.4. Expenditures

6.5. Claims for payment

6.6. Minutes of prior meeting(s)

7. NASB Strategic Plan presentation

A representative from NASB presented information to the board on a strategic planning session. The board will discuss moving forward in the near future.

8. Communications from the Public

9. Reports

9.1. Superintendent

Mr. Kraus presented information regarding upcoming conferences, recent meetings attended,

upcoming parent advisory group meeting, BVH working meeting and the new suburban has arrived. The new bus should be here shortly.

9.2. Principal Report- Elementary

Mrs. Gilkey presented information to the board on MTSSB results as well as the plan to have teachers trained in the NDE Reading Act requirements.

9.3. Transportation/Facilities

Mr. Kraus shared the topics discussed at the Facility and Transportation meeting. Topics included roof replacement plans, parking lot project, HVAC needs, high jump pad and runway replacement bids and football scoreboard bids.

10. Discussion Items

10.1. Superintendent and Board Evaluation Timeframe

10.2. Policies for Review

11. Action Items

11.1. Discuss, consider, and take action on updating policies.

Approve. This motion, made by Tyler Kreifels and seconded by Ed Zastera, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

11.2. Discuss, consider, and take action on selecting a representative of the SDA Board of Education at the Nebraska Association of School Board's Delegate Assembly.

Approve Amy Wemhoff. This motion, made by Brianne Wilhelm and seconded by Justin Stark, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

11.3. Discuss, consider, and take action on track and football field improvement needs.

Approve bid from Midwest for \$29,950 runway and high jump. This motion, made by Brianne Wilhelm and seconded by Ed Zastera, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0
The board discussed the needs for the track resurfacing and were presented two bids.

11.4. Approval of the Employment of Certificated Staff

Motion to hire Gracen Sommerer with an effective start date of January 1st, 2026 pending acquiring certification. This motion, made by Justin Stark and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

12. Adjourn

Motion to adjourn. This motion, made by Ed Zastera and seconded by Justin Stark, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

Board of Education Working Meeting
Wednesday, October 22, 2025 7:00 PM Central

Elementary School Conference Room
550 7th Street
Syracuse, NE 68446-0520

Barry Janssen: Present
Tyler Kreifels: Present
Justin Stark: Present
Amy Wemhoff: Present
Brienne Wilhelm: Present
Ed Zastera: Present

1. Call to Order and Roll Call

2. Publication of Meeting

3. Notice of Open Meeting Act- Posted- *A current copy of the Open Meetings Act is posted in the room and accessible to the public.*

4. Approval of Agenda

Approve agenda. This motion, made by Justin Stark and seconded by Amy Wemhoff, Carried.

Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

5. Communications from the Public

6. Work Session

The board was presented information from BVH about facility options. Topics included new construction and renovation ideas. Levy impact strategy and timeframe were also discussed.

7. Adjourn

Motion to adjourn. This motion, made by Ed Zastera and seconded by Justin Stark, Carried.

Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

Superintendent Report

November 17, 2025

7:30 PM – Elementary Conference Room

1. Bus

The new bus is scheduled to arrive this week.

2. Cameras

Two additional security cameras have been installed at the bus barn parking lot to enhance safety and monitoring.

3. December 3rd Event

We will be hosting a Coffee and Rolls event on December 3rd.

4. Track Runways

The track runways have been completed, and they look great.

5. House / Parking Lot Project

Asbestos removal should occur in the near future. Preliminary bids have been received for demolition and the parking lot project.

6. Mini-Vans

I have worked with Woodhouse to secure fleet government concession pricing, saving approximately \$1,100 per van.

7. AQuESTT Results

AQuESTT results will be released to the public on November 26th.

Transportation/Facilities Committee Meeting

Date: October 30, 2025

Attendees: David Kraus, Brianne Wilhelm, Ed Zastera, and Justin Stark

The committee reviewed the additional services proposal from BVH and recommended that Mr. Kraus contact BVH to clarify the scope of the original contract before entering into a new agreement. The committee emphasized the importance of maintaining a positive partnership with BVH and continuing to work collaboratively moving forward.

Mr. Kraus discussed moving forward with obtaining bids to replace the district's two existing minivans.

Two bids were reviewed for the replacement of the football scoreboard—one for an 18-foot model and another for a 25-foot model.

The committee also acknowledged the district's roof replacement plan and agreed to revisit the topic in early spring.

Mr. Kraus updated the committee that an asbestos survey had been completed on the house north of the high school. The survey found asbestos in the basement ductwork tape, which will need to be removed prior to demolition. He has contacted the utility companies to disconnect services and is awaiting a bid from a contractor for the demolition. Mr. Kraus is also waiting to hear back from REGA regarding next steps.

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Business OperationsBudget Planning

1. The Superintendent, with the assistance of the budget committee, shall direct the preparation of the school budget annually for the fiscal year beginning September 1 and ending August 31. Income and expenditure estimates shall be based upon the following:
 - A. Past experience.
 - B. State guidelines, legal spending limitations, and other statutes and regulations.
 - C. Other projection techniques.
2. The annual budget preparation shall be compatible with the long-range aims of the school district. In addition, the Superintendent, in preparing the budget, shall consider the priorities as established by the board for the total school program and shall equalize the educational opportunities offered at the school.
3. The specific manner in which the annual budget shall be compiled shall be at the discretion of the Superintendent. However, the budget shall contain the following:
 - A. The beginning fund balance for each fund.
 - B. Estimated receipts.
 - C. Estimated expenditures.
 - D. Estimated ending fund balance.
4. A report of the anticipated budget position shall be presented to the board early in each calendar year. At this time the board will establish guidelines for the development of the budget. The tentative budget shall then be developed for the board review, modification and approval prior to the budget hearing.
5. The Superintendent shall each year, prior to the preparation of the budget, establish a budget plan. The budget plan shall take into consideration all items of expenditure requests in relationship to the total school program, and shall be mindful of equalizing the educational opportunities at each level. In the budget plan the Superintendent will direct board budget priorities.
6. In preparing the annual budget for the board, the Superintendent shall give to the school principals and staff the information necessary for them to assess adequately the availability of funds and to relate funds available to the Superintendent's budget plan.

The principals will, based upon the availability of funds and the school's budget plan, submit budget recommendations to the Superintendent. Each principal's recommendations and requests will be evaluated according to the budget plan, then accepted or rejected for inclusion into the proposed budget. The Superintendent will convey or make available the Superintendent's decisions to the principal and staff prior to developing the final document.

Date of Adoption: August 2023

Business OperationsFund Balance Reporting

Fund balance classification shall be recorded in accordance with governmental accounting standards as promulgated by the Governmental Accounting Standards Board (GASB), including GASB #54.

The order of spending and availability of the fund balance shall be to reduce funds from the listed areas in the following order: restricted, committed, assigned, and unassigned. Negative amounts shall not be reported for restricted, committed, or assigned funds.

Fund Balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

The fund balance of the general fund finances most functions in the District. The fund balance of the general fund shall mean the gross difference between general fund assets and liabilities reflected on the balance sheet.

The five classifications of governmental fund balances are as follows:

1. Non-spendable fund balance means the portion of the gross fund balance that is not expendable (such as inventories) or is legally earmarked for a specific use (such as the self-funded reserves program).

Examples of non-spendable fund balance reserves for which fund balance shall not be available for financing general operating expenditures include: inventories, prepaid items, deferred expenditures, long-term receivables, and outstanding encumbrances.

2. Restricted fund balance includes amounts constrained to a specific purpose by the provider, such as a grantor. Examples of restricted fund balances include: child nutrition programs, technology programs, construction programs, and resources from other granting agencies.
3. Committed fund balance means that portion of the fund balance that is constrained to a specific purpose by the Board. Examples include: potential litigation, claims, and judgments and activity funds.
4. Assigned fund balance means that portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee. Such plans or intent may change and may never be budgeted, or may result in expenditures in future periods of time. Examples include: insurance deductibles program start-up costs; and other legal uses.

5. Unassigned fund balance includes amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures.

The unassigned fund balance shall be the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance, and assigned fund balance.

Date of Adoption: August 2023

Business OperationsPublic Review of Budget

The Superintendent shall make the tentative budget conveniently available for public inspection and arrange for a public hearing on the tentative budget as required by law. At least one public hearing shall be held regarding the tentative budget prior to the final action by the board. Notice and time of such hearing together with a summary of the proposed budget statement, shall be published as required by law.

Legal Reference: Neb. Rev. Stat. Sections 13-501 to 13-513

Date of Adoption: August 2023

Business OperationsTransfer of Funds Between Categories

All transfers of funds between the major classifications of the budget shall be according to law and upon approval of the board. The board may make transfers of monies between the various items within the General Fund without a rehearing on the budget. Monies may be borrowed from one fund into another as allowed by law as long as such funds are replaced as soon as revenues are available.

Legal Reference: Neb. Rev. Stat. Sections 13-501 to 13-513

Date of Adoption: August 2023

Business OperationsBudget as Spending Plan - Budgeted Items

After the budget has been adopted, the Superintendent shall be responsible for the proper use of the budget by all personnel. The Superintendent shall establish and operate budget controls for all schools and departments and shall ensure that the administration of the budget is in conformity with the legal requirements as well as the policies and actions of the board.

Date of Adoption: August 2023

Business Operations

Tuition Fees

The Board of Education may at its sole discretion allow non-resident students to attend Syracuse Dunbar Avoca Public Schools upon payment of tuition in an amount established by the Board of Education, and paid in advance, as and to the extent required by law.

Legal Reference: Neb. Rev. Stat. Sec. 79-215

Date of Adoption: August 2023

Business Operations

Materials Fees

Each principal is responsible, in cooperation with teachers, coaches and other instructional personnel for planning and requesting budgetary provision for all materials and activities recognized as part of the total school program.

Date of Adoption: August 2023

Business OperationsSummer School Fees

Students who fail classes and are required to take summer school classes out of district shall be expected to pay their own tuition and travel expenses. If Syracuse Dunbar Avoca Public Schools provides summer school instruction, the tuition charges shall be based upon the actual costs incurred in operation and will not be intended to provide a financial profit for the district.

Date of Adoption: August 2023

Business Operations

Federal Funds

The Superintendent shall recommend to the Board of Education approval of application for federal assistance under the provisions of federal laws if the use of such funds is not contrary to the educational goals and policies of the district.

Date of Adoption: August 2023

Business OperationsSale and Disposal of School Property

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference: Neb. Rev. Stat. Sec. 79-10,114

Date of Adoption: August 2023

Business OperationsLeasing

When inadequate space exists for the proper function of the educational program or for administrative needs, the Board of Education may use funds to lease additional space. When the board determines that space within its buildings is in excess of that required for the proper functioning of the educational program or for administrative needs, the Board may lease space to another party, providing the business of the leasing party does not distract from the reputation, education or administration of the schools.

Date of Adoption: August 2023

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New ConstructionFacilities - Purpose

The Syracuse Dunbar Avoca Public Schools Board of Education intends to provide proper school facilities. Decisions regarding such facilities will be guided by the following principles:

1. Facilities will be constructed to a systematic multi-year plan developed to support the district's educational programs.
2. Facilities will be designed to satisfy instructional goals.
3. Facilities will be constructed for long-term occupancy and low maintenance costs.
4. Facilities will be designed with community use in mind.
5. Facilities will be designed in accordance with contemporary engineering technology and architectural practice.

Date of Adoption: March 21, 2022

New Construction

Facilities - Planning

The purpose of planning is to make the best possible provisions for the educational program. Decisions regarding planning and specifics for any individual building plan will start with program considerations and be adjusted as educational programs change.

Date of Adoption: March 21, 2022

New ConstructionFacilities - Guidelines for Building New Schools or Remodeling Existing Schools

Education specifications including program and space requirements are to be developed by committees of teachers, patrons and administrators who meet with architects and engineers. Upon completion, the specifications and schematic building plans shall be presented to the Board of Education for approval.

Generally, the content of a set of educational specifications would include all or part of the following items:

- a. A statement of the educational philosophy as it pertains to the specific construction project.
- b. Community and Syracuse Dunbar Avoca Public School District characteristics:
 - 1) What is the plan or organization and expected enrollment of the school?
 - 2) What is the construction plan for this facility?
 - 3) What special services are to be provided?
 - 4) What special provisions are needed for community use?
 - 5) What qualities are important to the functional layout of the structure?

Date of Adoption: March 21, 2022

New ConstructionFacilities - Remodeling

A plan for future building modifications shall be maintained and continuously updated for inclusion in planning for construction. These planning elements shall be followed:

1. Superintendent shall submit requests for building modifications by March 31 of each year.
2. Superintendent requests for building modifications shall be considered in terms of priorities.
3. Safety and health of students and staff will be considered when remodeling is undertaken.
4. Priorities have been established by the Board of Education when considering remodeling project needs.
 - a. Correction of safety and health deficiencies
 - b. Housing of students
 - c. Projects must meet program requirements, including outdoor space
 - d. Projects needed to maintain the integrity of current Syracuse Dunbar Avoca Public Schools' buildings
 - e. Repair/renovation of ancillary facilities
 - f. Parking
 - g. Security

Major remodeling may follow the same procedure as new construction but there are also alternate provisions for that work which can be done without architectural services.

Date of Adoption: March 21, 2022

New Construction

Facilities - Financing of Construction - Building Fund

The Syracuse Dunbar Avoca Public Schools Board of Education is authorized under state statutes to establish a special building fund for the purpose of acquiring sites for school buildings or purchasing existing buildings for use as school buildings and the erection, alteration, equipping and furnishing of school buildings and additions to school buildings.

Proceeds from the sale of real property will be placed in the building fund.

Interest accumulation from the current building fund balance shall remain in the fund.

Legal Reference: Neb. Rev. Stat. Sec. 79-10,120

Date of Adoption: March 21, 2022

New ConstructionFacilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of ~~\$100,000~~, **\$109,000** or such sum as adjusted pursuant to Section 73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. Sections 73-101 to 73-106

Date of Adoption: March 21, 2022

New Construction

Facilities - Change Orders

1. Change order requests will be initiated by the architect/owner prior to the implementation of the change contemplated.
2. Change order requests will be reviewed by the Superintendent and facilities committee, and be subject to approval by the Superintendent and facilities committee.
3. When approved, copies of change orders will be distributed to the Superintendent, the facilities committee, the contractor, and the architect.
4. All change orders will be reported as part of the Routine Business Agenda -- Progress Report on Construction Projects.

Date of Adoption: March 21, 2022

New Construction and Improvements to Existing BuildingsDesign-Build Under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.

1. **Introduction:** The School District is authorized to enter into Design-Build Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the “Act”). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Design-Build Contract and the general terms of such contract.

2. **Terms Defined:**

A. “Design-Build Contract” means a contract developed under the terms and conditions of this policy which is subject to qualification-based selection between the School District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a construction project pursuant to the Act, and (b) labor, materials, supplies, equipment, and construction services for a construction project pursuant to the Act.

B. “Design-Builder” means the legal entity which proposes to enter into a Design-Build Contract pursuant to the Act and this policy.

C. “Letter of Interest” means a statement indicating interest to enter into a Design-Build Contract for a project pursuant to the Act and this policy.

D. “Performance-Criteria Developer” means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Sections 81-3401 et seq., who is selected by the School District to assist the School District in the development of Construction Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a Design-Build Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the School District to represent its interests in relation to a construction project.

E. “Project Performance Criteria” means the performance requirements of the construction project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the construction project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the construction project.

F. “Proposal” means an offer in response to a Request for Proposals by a Design-Builder to enter into a Design-Build Contract for a School District construction project pursuant to the Act and this policy.

G. “Qualification-Based Selection Process” means a process of selecting a Design-Builder based first on the qualifications of the Design-Builder and then on the Design-Builder’s proposed approach to the design and construction of the School District construction project.

H. “Request for Letters of Interest” means the documentation or publication by which the School District solicits Letters of Interest.

I. “Request for Proposals” means the documentation by which the School District solicits Design-Builder Proposals.

3. ***Board Selection of Design-Build Method and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Design-Build under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the Performance-Criteria Developer retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Procedures for Selecting and Hiring a Performance-Criteria Developer:*** Prior to proceeding with any School District construction project using the Design-Builder method under the Act, the School District shall retain the services of a Performance-Criteria Developer under the following procedures:

A. In the event that the estimated fee for the professional services of a Performance-Criteria Developer is less than Forty Thousand Dollars (\$40,000), the School District shall informally solicit proposals or statements of qualifications from persons licensed or organizations issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., and select a Performance-Criteria Developer that, in the sole opinion of the School District, is best suited to the specific School District construction project. The School District shall negotiate and enter into a written Performance-Criteria Developer contract with the selected person/firm.

B. In the event that the estimated fee for the professional services of a Performance-Criteria Developer exceeds Forty Thousand Dollars (\$40,000), the School District shall select a Performance-Criteria Developer based on the following procedures, which are to be consistent with the Nebraska Consultants’ Competitive Negotiation Act, Neb. Rev. Stat. Section 81-1700 et seq.

(1) Public notice of a request for qualifications for the position of Performance-Criteria Developer shall be given in a manner consistent with School District policy. In addition, known persons and/or firms engaged in the lawful practice of their profession who desire to provide professional services will be encouraged to submit a proposal or statement of qualifications.

(2) Proposals or statements of qualifications shall be objectively evaluated and discussions with qualified persons/firms shall be conducted regarding the person's/firm's qualifications, approach to the project, and ability to furnish the services of performance-criteria developer. If necessary, person(s)/firm(s) may be asked to provide public presentations.

(3) Qualified persons/firms shall be ranked in order of preference after considering such factors as (i) the ability of professional personnel, (ii) past performance, (iii) willingness to meet time and budget requirements, (iv) location, recent, current and projected workloads of the persons/firms, and (v) the volume of work previously awarded to the person/firm.

(4) The School District shall attempt to negotiate a Performance-Criteria Developer contract with the highest ranked qualified person/firm and may enter into a Performance-Criteria Developer contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the highest ranked person/firm, the [Name] Public School District may terminate negotiations with that person/firm. The [Name] Public School District may then undertake negotiations with the second highest ranked person/firm and may enter into a performance-criteria developer contract after negotiations. If the Board of Education is unable to negotiate a satisfactory contract with the second highest ranked person/firm, the Board may undertake negotiations with the third highest ranked person/firm, if any, and may enter into a performance-criteria developer contract after negotiations.

C. The procedures in subparagraphs A and B above shall include the requirement that the Performance-Criteria Developer (a) is a person licensed or an organization issued a certificate of authorization to practice architecture or engineering in the State of Nebraska pursuant to the Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., (b) is ineligible to be included as a provider of any services in a Proposal as a Design-Builder for the construction project on which it has acted as Performance-Criteria Developer, and (c) is not employed by or does not have a financial or other interest in a Design-Builder who will submit a Proposal.

D. The Procedure shall also provide that the Performance-Criteria Developer shall assist the School District in the development of project Performance Criteria, Letters of Interest, Requests for Proposals, evaluation of the Proposals, evaluation of design and construction under the Design-Build Contract to determine adherence to the Performance Criteria, and any additional services requested by the School District to represent its interests in relation to the construction project.

5. ***Procedures for the Preparation and Content of Request for Letters of Interest and Procedures and Standards to be Used to Prequalify Design-Build Candidates:*** The School District shall prepare and issue a Request for Letters of Interest for the position of Design-Builder under the Act and in accordance with this section and shall prequalify Design-Builders on the basis of Letter of Interest responses received from such firms submitted in accordance with this section.

A. The Request for Letters of Interest shall be (a) published in a newspaper of general circulation within the School District at least thirty (30) days prior to the deadline for receiving Letters of Interest and (b) sent by first-class mail to any Design-Builder upon request.

B. The Request for Letters of Interest shall include, at a minimum, a description the School District construction project in sufficient detail to permit a Design-Builder to submit a Letter of Interest, which may include a description of the scope and nature of the construction project, the project site, the schematic design (if any has been prepared), the preliminary project schedule and estimated budget.

C. Letters of Interest shall be reviewed by the School District, in consultation with the Performance-Criteria Developer. The School District will evaluate prospective Design-Builders based on the information submitted to the School District in the Letters of Interest.

D. The School District shall select as prequalified at least three (3) prospective Design-Builders who submitted Letters of Interest; provided that if only two (2) Design-Builders have submitted Letters of Interest, the School District shall select as prequalified at least two (2) prospective Design-Builders. The selected Design-Builders then shall be considered prequalified and eligible to receive a Request for Proposals.

6. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Design-Builder under the Act and in accordance with this section. The Request for Proposals shall be sent only to the prequalified Design-Builders. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

F. Instructions to prospective Design-Builder firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

- (1) A description of the Design-Builder's project team and organization of such team;
 - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
 - (3) A description of the limitations, if any, on expenses to be reimbursed;
 - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
 - (5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
 - (6) A written acknowledgement that the Design-Builder agrees to the following conditions:
 - (i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;
 - (iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
- (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Design-Builder;

L. Insurance requirements, which shall provide that the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Design-Builder from claims which may arise out of or result from the Design-Builder's operations under the contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status,

pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Design-Builder.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration

of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Sec. 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, the School District shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

D. **Evaluation Criterion:** The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Design-Builder to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Design-Builder to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Design-Builder.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Design-Builder to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Design-Builder with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Design-Builder to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Design-Builder’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. **Determination of Evaluation Criteria Percentage Values:** The Board of Education, in the resolution adopted to select the Design-Builder under the Act as the method

and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Design-Builder for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the Selection Committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Design-Builder candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Design-Builder Contract Negotiations:***

A. The School District may only proceed to negotiate and enter into a Design-Build Contract if there are at least two (2) proposals from pre-qualified Design-Builders.

B. Negotiations with Highest Ranked Design-Builder: The School District shall attempt to negotiate a Design-Build Contract with the highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor.

C. Negotiations with Second Highest Ranked Design-Builder: If the School District is unable to negotiate a satisfactory contract with the highest ranked Design-Builder, the School District may terminate negotiations with that Design-Builder. The School District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the School District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a Design-Build Contract after negotiations.

D. Requirement of Execution of Written Contract: No contractual rights shall be created between the Design-Builder and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with Design-Build Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the School District may either revise the Request for Proposals and solicit new proposals or cancel the Request for Proposals process.

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Design-Build Contract:***

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Letters of Interest or Request for Proposals, as the case may be.

(2) A Design-Builder candidate seeking to protest the Letters of Interest or Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Letters of Interest or Proposal opening, as the case may be.

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Design-Build Contract: A Design-Builder candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Design-Build Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Design-Build Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within Forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

11. *Procedures for the Evaluation of Construction Under the Design-Build Contract by the Performance-Criteria Developer to Determine Adherence to the Performance Criteria:* The Performance-Criteria Developer shall be the School District's representative for purposes of evaluating the design and construction under the Design-Build Contract to determine adherence by the Design-Builder to the Project Performance Criteria established for the project. The procedures to be followed by the School District, Performance-Criteria Developer and the Design-Builder for purposes of such evaluation shall be as follows:

A. The Performance-Criteria Developer shall review and evaluate the construction methods and materials, including any shop drawings and submittals, used by the Design-Builder to determine adherence with the Project Performance Criteria.

B. The Performance-Criteria Developer shall be a representative of and shall advise and consult with the School District during the performance of the Design-Build Contract by the Design-Builder. The Performance-Criteria Developer shall have authority to act on behalf of the School District with regard to any issue arising regarding the performance of the Design-Build Contract by the Design-Builder. The Design-Builder shall provide the Performance-Criteria Developer with copies of all construction documents, including, but not limited to, all plans and specifications, shop drawings, requests for information from contractors, and warranties for equipment and materials.

C. The Performance-Criteria Developer, as a representative of the School District shall visit the site at intervals appropriate to the stage of the Design-Build Contractor's operations, when services are needed or necessary, or as otherwise directed by the School District (1) to become familiar with and to keep the School District informed about the progress and quality of the portion of the work completed, (2) to guard the School District against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner establishing that the work, when fully completed, will be in accordance with the performance criteria for the project.

D. The Performance-Criteria Developer shall be responsible for the Performance-Criteria Developer's negligent acts or omissions and those of the Performance-Criteria Developer's personnel providing services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Design-Builder, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work.

E. The Performance-Criteria Developer shall at all times have access to the work wherever it is in preparation or progress.

F. The School District shall endeavor to communicate with the Design-Builder through or in conjunction with the Performance-Criteria Developer about matters arising out of or relating to the project.

G. Upon issuance by the Design-Builder of a certificate of substantial completion, the Performance-Criteria Developer shall conduct a final inspection and evaluation of the project to confirm that all components of the work have been completed in accordance with the performance criteria established for the project.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.; Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. Sec. 81-1701 et seq.; and Sec. 84-712

Date of Adoption: March 21, 2022

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. ***Introduction:*** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. ***Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services

shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
 - (1) A description of the Construction Manager's project team and organization of such team;
 - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
 - (3) A description of the limitations, if any, on expenses to be reimbursed;
 - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
 - (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. **Referral to Selection Committee:** In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. **Evaluation Criterion:** The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. **Determination of Evaluation Criteria Percentage Values:** The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after

negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. **Requirement of Execution of Written Contract:** No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. **Filing of Construction Manager at Risk Contract:** The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. **Unsuccessful Negotiations with Construction Manager Candidates:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. **Modification of Construction Manager at Risk Contract:** A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. **Protest Relation to Solicitation:**

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: March 21, 2022

New ConstructionArchitectural and Engineering Services

The board reserves the right to select architectural and engineering services through the process of bid letting for such services.

The board reserves the right to specify which services are to be performed by an architectural or engineering firm and to accept or reject any or all bids (3323).

The board shall, upon the advice of the superintendent and the school attorney, enter into contracts for services from architectural or engineering firms or other agencies submitting bids to perform services related to new construction. Such contracts shall specify the services to be performed and the fees for such services.

Legal Reference: R.R.S.
73-101 et. Seq. Public lettings.

Adopted 9-20-82
Board Reviewed March 21,2022

New Construction

Contracts

The board shall review and shall approve or reject all contracts, change orders, guarantees, surety bonds, insurance policies, workmen's protection clauses and contracts, and any other provisions for materials, goods and services (3300 et. seq.).

Legal Reference: R.R.S.
79-401 School district; body corporate; powers.

Adopted 9-20-82
Board Reviewed March 21, 2022