

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

{{Name: Agenda Item Name}}

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

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, 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:

- Oct 10, 2025

Notice ID: TqhCKJGwZqtMbCc5s9BH

Notice Name: Meeting Notice 10_20_25

Publication Fee: \$4.95

Anjana Bhadoriya

Agent

VERIFICATION

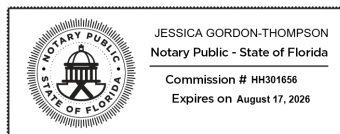
State of Florida
County of Orange

Signed or attested before me on this: 10/10/2025



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, October 20, 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 October 10, 2025.

3905090 ZNEZ

SCHOOL DISTRICT #27 SECRETARY'S 2024-2025
ANNUAL BUILDING FUND REPORT

10/17/25

BALANCE ON HAND AUGUST 31, 2024	
Syracuse Money Market	\$968,639.54
Syracuse NOW Account	\$4,888.04
CD - Western National Bank	\$601,891.30
CD - FirstBank of Nebraska	<u>\$0.00</u>
Total amount on hand August 31, 2024	\$1,575,418.88

Receipts:

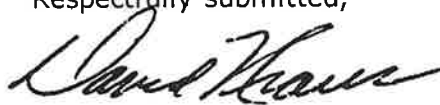
County Treasurer-Taxes	\$521,736.69	
Interest	\$66,589.49	
Other - Videoboard Payments	\$23,625.00	
		<u>\$611,951.18</u>
Total amount available		\$2,187,370.06

Disbursements:

Midwest Alarm Services	77,386.50	
Creative Sites, LLC	88,955.00	
Dostals Construction	101,622.50	
NL Driveway Maintenance	27,370.00	
Nebraska Title Company	75,631.75	
	<u>\$1,816,404.31</u>	
Balance on hand August 31, 2025		\$1,816,404.31

Syracuse Money Market Account	\$431,547.98
Syracuse NOW Account	\$4,888.04
CD - Western National Bank	\$629,968.29
CD - FirstBank of Nebraska	<u>\$750,000.00</u>
BALANCE AUGUST 31, 2025	\$1,816,404.31

Respectfully submitted,



David Kraus, Superintendent

SCHOOL DISTRICT #27 SECRETARY'S 2023-2024
ANNUAL GENERAL FUND REPORT

10/17/25

DISBURSEMENTS

REGULAR INSTRUCTION - 1100

Salaries	\$4,325,660.05
Clerical Salaries	21,530.11
Substitute Salaries	123,592.30
FICA	323,392.07
Retirement	\$412,820.42
Other Employee Benefits	158,590.02
Professional Services	128.00
Technical Services	46,907.80
Distance Learning	16,468.45
Travel-Mileage	1,716.21
Supplies	91,039.92
Textbooks	44,206.66
Furniture & Equipment	48,813.50
Digital Instruction Materials	4,569.10
Tech Hardware	207,142.85
Web/Tech Software	41,500.28
Dues & Fees	2,165.00
Miscellaneous	5,141.73
Poverty	<u>74,877.17</u>

\$5,950,261.64

SPECIAL EDUCATION - 1200/2141/2151/2161/2171/2181

Salaries	\$842,764.44
Aide Salaries	361,864.05
Substitute Salaries	33,528.84
FICA	\$94,074.52
Retirement	\$118,371.30
Other Employee Benefits	\$16,889.33
Staff Development	3,133.60
Technical Services	1,059.00
Travel Expense & Mileage	4,170.83
Interagency Purch. Services	30,271.10
Contracted Services	44,146.78
Supplies	5,951.37
Textbooks	2,826.39
Web/Tech SoftwareHardware	7,618.90
Dues/Fees	1,830.35
Furniture & Equipment	6,962.42
Miscellaneous	<u>206.55</u>

\$1,575,669.77

SPECIAL PROGRAM - DRIVER'S ED - 1300

Salaries	918.00
FICA	68.99
Retirement	-
Other Employee Benefits	-
Miscellaneous	-
Supplies	-

\$986.99

SCHOOL DISTRICT #27 SECRETARY'S 2023-2024
ANNUAL GENERAL FUND REPORT

10/17/25

SUPPORT SERVICES (GUIDANCE) - 2120

Salaries	182,444.64	
FICA	18,404.33	
Retirement	22,727.63	
Other Employee Benefits	16,201.95	
Travel	-	
Supplies	5,000.58	
Miscellaneous	<u>3,851.10</u>	
		\$248,630.23

SUPPORT SERVICES (HEALTH) - 2130/2131

Salaries	41,306.27	
Clerical Salaries	23,477.65	
FICA	\$4,959.22	
Retirement	6,399.16	
Other Employee Benefits	\$3,897.97	
Professional Services	-	
Contracted Services (ESU)	3,564.00	
Staff Development	305.00	
Supplies	5,834.82	
Furniture & Equip	70.96	
Miscellaneous	<u>154.19</u>	
		\$89,969.24

SUPPORT SERVICES (INSTRUCTIONAL) - 2213/2220/2223

Salaries	179,848.62	
Clerical-Aides Salaries	44,157.22	
Substitutes	3,578.50	
FICA	17,140.35	
Retirement	21,587.72	
Other Employee Benefits	6,021.45	
Technical Services	-	
Travel	-	
Supplies	4,259.81	
Books/Periodicals	7,390.80	
Web-Based Software	16,837.25	
E-Books	993.48	
Furniture & Equipment	826.62	
Tech Hardware	5,289.79	
Tech Software	375.00	
Dues & Fees	-	
Miscellaneous	1,993.65	
Staff Development	4,422.70	
		\$314,722.96

SCHOOL DISTRICT #27 SECRETARY'S 2023-2024
ANNUAL GENERAL FUND REPORT

10/17/25

SUPPORT SERVICES (EXECUTIVE ADMINISTRATION) - 2310/2320

Salaries	186,097.32	
Clerical-Aides Salaries	62,616.70	
Treasurer	1,200.00	
FICA	16,283.37	
Retirement	23,798.65	
Other Employee Benefits	12,967.77	
Insurance	23,118.96	
Travel	6,096.60	
Supplies	1,361.93	
Furn/Equip.	-	
Dues-Fees	15,325.00	
Tech Hardware	191.76	
Adv/Printing	243.72	
Miscellaneous	<u>15,252.84</u>	
		\$364,554.62

DISTRICT LEGAL SERVICES - 2330

Services	<u>16,532.55</u>	
		\$16,532.55

SUPPORT SERVICES (SCHOOL ADMINISTRATION) - 2410

Salaries	377,912.73	
Clerical-Aides Salaries	109,135.38	
FICA	\$35,317.82	
Retirement	46,824.94	
Other Employee Benefits	\$7,934.56	
Travel	7,385.49	
Supplies	5,988.08	
Furniture & Equipment	16,536.18	
Dues & Fees	5,717.00	
Miscellaneous	<u>2,222.89</u>	
		\$614,975.07

SUPPORT SERVICES (BUSINESS) - 2510

Salaries - Early Retirement	142,684.14	
Auditor	8,000.00	
Data Processing	13,259.07	
Telephone	17,687.58	
Postage	2,764.60	
Advertising/Printing	9,284.22	
Supplies	1,350.12	
Miscellaneous	2,053.65	
		\$197,083.38

SCHOOL DISTRICT #27 SECRETARY'S 2023-2024
ANNUAL GENERAL FUND REPORT

10/17/25

OPERATION OF PLANT - 2610

Salaries	69,592.54	
FICA	5,516.15	
Retirement	6,190.69	
Other Employee Benefits	4,131.22	
Water-Sewer	41,109.12	
Purchased Services	374,961.76	
Repairs & Maintenance	23,549.55	
Garbage	13,719.89	
Property Insurance	165,146.37	
Travel	2,400.00	
Supplies	50,508.17	
Electricity/Natural Gas	193,263.89	
Equipment	-	
Miscellaneous	1,570.00	
		\$951,659.35

MAINTENANCE OF PLANT - 2620

Repairs & Maintenance	199,268.33	
Rentals	255.00	
Equipment	-	
Miscellaneous	-	
		\$199,523.33

SAFETY & SECURITY - 2660/2670/3552

Supplies	8,697.00	
Furniture/Equipment	10,471.77	
Professional Services	575.00	
		\$19,743.77

PUPIL TRANSPORTATION - 2710/2712/2730/2732

	Special Ed	Regular
Salaries	\$17,594.43	184,575.95
FICA	\$1,348.06	\$13,942.05
Retirement	\$1,143.65	17,160.98
Other Employee Benef	\$3,434.65	\$12,058.00
Employee Training	1,075.00	1,220.00
Mileage Paid to Parent	319.96	-
Travel & Mileage	-	34.84
Repairs & Maintenance	\$4,817.61	\$46,888.35
Vehicle Insurance	\$8,780.83	35,123.32
Gas	\$4,489.08	45,689.31
Bus Acquisition	-	162,000.00
Miscellaneous	\$409.98	9,354.59
	\$43,413.25	528,047.39
		\$571,460.64

SCHOOL DISTRICT #27 SECRETARY'S 2023-2024
ANNUAL GENERAL FUND REPORT

10/17/25

HIGH ABILITY LEARNER - 3535

Salaries	1,923.45	
Substitutes	560.00	
FICA	74.25	
Retirement	98.78	
Travel & Mileage	1,609.08	
Supplies	753.73	
Books	229.39	
Dues & Fees	468.00	
Miscellaneous	<u>540.00</u>	
		\$6,256.68

CTE Grant/State Categorical Programs - 3551/3599

Supplies	2,276.34	
Dues & Fees	<u>595.00</u>	
		\$2,871.34

TITLE I - 6200

Salaries	63,738.00	
FICA	4,633.79	
Retirement	6,729.81	
Other Employee Benefits	188.03	
Supplies	<u>115.37</u>	
		\$75,405.00

FEDERAL PROGRAMS - 6406/6408/6412/6997/6998/6700

Contracted Services	70,652.38	
Interagency Purch. Services	99,000.00	
Travel/Mileage	2,917.47	
		\$172,569.85

BOND FUND

Dues & Fees	1,374.00	
Redemption of Principal	575,000.00	
Interest	<u>107,005.00</u>	
		\$683,379.00

TRANSFERS - 8000

Activity Fund	<u>55,500.00</u>	
		\$55,500.00

Non-Program Expenditures - 9000

Opening of Bank CD's	<u>500,000.00</u>	
		\$500,000.00

2024-2025 Total Disbursements

\$11,428,376.41

SCHOOL DISTRICT #27 SECRETARY'S 2024-2025
ANNUAL GENERAL FUND REPORT

10/17/25

RECEIPTS

LOCAL RECEIPTS

Local District Taxes	\$5,637,417.21	
Motor Vehicle Tax	\$519,897.61	
Carline Tax	\$2,464.57	
Preschool Tuition	\$32,853.00	
Interest Earned on Local Rev. Rec.	\$130,423.40	
Rental of Equipment	\$750.00	
Local License Fees	\$3,690.00	
Transportation Fees from Other Private Sources	\$121.20	
Donations from Private Sources	\$1,438.79	
Misc. Local Revenue	\$0.00	
Driver's Education	\$8,725.00	
		\$6,337,780.78

COUNTY RESOURCES

County Fines & License Fees	\$71,637.22	
ESU Receipts	\$156.00	
		\$71,793.22

STATE SOURCES

State Aid	\$1,333,727.00	
Special Education (Program)	\$1,128,406.00	
Special Education (Transportation)	\$31,681.00	
Homestead Exemption	\$129,992.13	
Tax Credit	\$2,813,307.70	
Motor Vehicle Pro Rate	\$14,241.69	
State Apportionment	\$286,673.03	
State of NE-High Ability	\$6,137.00	
State Categorical Programs	\$999.34	
In-Lieu-of-School Land Tax	\$33,473.63	
		\$5,778,638.52

FEDERAL SOURCES

IDEA Part C (Planning Region Team Grant (PRT))	\$340.00	
IDEA Part B (PEAK Projects)	\$487.50	
Title I Part A	\$53,651.00	
Title II Part A	\$14,409.00	
IDEA (6406)	\$3,859.00	
IDEA (6408)	\$163,063.00	
IDEA Part B - 6412	\$1,440.00	
Perkins	\$25,755.50	
Title III Part A ESSA (ELL)	\$156.00	
Medicaid In Pub. Sch.	\$8,836.68	
Medicaid Admin. Act.	\$3,866.62	

SCHOOL DISTRICT #27 SECRETARY'S 2024-2025
ANNUAL GENERAL FUND REPORT

10/17/25

Title IV Part A	\$10,000.00	
School Emerg. Relief (ESSER III)	\$258,435.00	
		\$544,299.30

NON REVENUE RECEIPTS

Sale of Property	\$0.00	
Non-Revenue Receipts	\$15,938.99	
		\$15,938.99

24-25 Receipts		\$12,748,450.81
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Balance on hand September 1, 2024		\$2,305,380.67
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Total Receipts for the Year:

Checking Accounts	\$12,618,027.41	
Savings Interest	\$130,423.40	
		\$12,748,450.81

Total Amount Available		\$15,053,831.48
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Total Disbursements for the Year		\$11,428,376.37
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Balance on hand August 31, 2025		\$3,625,455.11
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	2023-2024	2024-2025
Syracuse Money Market	\$30,641.82	\$33,912.42
Countryside Bank-Payroll Account	\$38,680.18	\$38,284.08
Syracuse Money Market Savings #05	\$1,523,892.81	\$2,308,394.07
FirstBank of Nebraska CD #5011964	\$500,000.00	\$1,025,005.73
Riverstone Bank CD #76834	\$212,165.86	\$219,858.81
	\$2,305,380.67	\$3,625,455.11

Respectfully submitted,



David Kraus, Superintendent

SCHOOL DISTRICT #27 SECRETARY'S 2024-2025
ANNUAL LUNCH FUND REPORT

10/17/25

BALANCE ON HAND AUGUST 31, 2024	\$435,119.87
Receipts	\$436,118.81
Total amount available	\$871,238.68
Disbursements	<u>\$532,213.79</u>
Balance on hand AUGUST 31, 2025	\$339,024.89

Bank balance AUGUST 31, 2025	\$339,200.29
Deposit not yet credited	\$0.00
Total amount available	\$339,200.29
Outstanding checks (from 8/31/22)	\$175.40
Balance on hand AUGUST 31, 2025	\$339,024.89

RECEIPTS

Student & Adult Lunches	279,879.58	
Federal Reimbursement	147,624.83	
State Reimbursement	1,878.21	
Interest	775.03	
Miscellaneous Local Revenue	5,853.66	
Donations from Local Sources	107.50	
Transfers	<u>-</u>	
Total receipts		\$436,118.81

DISBURSEMENTS

LUNCHTIME SOLUTIONS	482,410.55	
Salaries (Includes FICA, ins, retirement)	-	
Maintenance/Repairs	15,193.30	
Equipment	34,215.69	
Other Expense	<u>394.25</u>	
Total disbursements		\$532,213.79

Respectfully submitted,



David Kraus, Superintendent

**SCHOOL DISTRICT #27
2024/2025 TREASURER'S ANNUAL REPORT
AUGUST 31, 2025**

GENERAL FUND

BALANCE ON HAND SEPTEMBER 1, 2024		
FIRSTBANK NEB SYRACUSE - CHECKING	\$30,641.82	
FIRSTBANK NEB SYRACUSE - MONEY MARKET	\$1,523,892.81	
FIRSTBANK NEB SYRACUSE - MONEY MARKET	\$0.00	
COUNTRYSIDE BANK UNADILLA - CHECKING	\$38,680.18	
FIRSTBANK NEB SYRACUSE - CD #5013262	\$500,000.00	
RIVERSTONE BANK SYRACUSE - CD #76834	\$212,165.86	
BEGINNING BALANCE		\$2,305,380.67
TOTAL ANNUAL RECEIPTS		
TAXES	\$9,222,431.76	
STATE OF NEBRASKA	\$3,328,664.31	
OTHER RECEIPTS	\$66,931.34	
INTEREST ON SAVINGS & CHECKING	\$130,423.40	
TOTAL ANNUAL RECEIPTS		\$12,748,450.81
TOTAL ANNUAL DISBURSEMENTS		
PAYROLL/DEDUCTIONS	(8,691,847.58)	
OPERATING & OTHER	(2,736,528.79)	
TOTAL ANNUAL DISBURSEMENTS		(\$11,428,376.37)
BALANCE ON HAND AUGUST 31, 2025		\$3,625,455.11
FIRSTBANK NEB SYRACUSE - CHECKING	\$33,912.42	
FIRSTBANK NEB SYRACUSE - MONEY MARKET	\$2,308,394.07	
COUNTRYSIDE BANK UNADILLA - CHECKING	\$38,284.08	
FIRSTBANK NEB SYRACUSE - CD #5013262 & 5013924	\$1,025,005.73	
RIVERSTONE BANK SYRACUSE - CD #76834	\$219,858.81	
BALANCE AUGUST 31, 2025		\$3,625,455.11

BUILDING FUND

BALANCE ON HAND SEPTEMBER 1, 2024		
FIRSTBANK NEB SYRACUSE - CHECKING	\$4,888.04	
FIRSTBANK NEB SYRACUSE - MONEY MARKET	\$968,639.54	
WESTERN NATIONAL BANK - CD #702816	\$601,891.30	
	\$0.00	
	\$0.00	
BEGINNING BALANCE		\$1,575,418.88
TOTAL ANNUAL RECEIPTS		
TAXES	521,736.69	
INTEREST	\$66,589.49	
OTHER	\$23,625.00	
TOTAL ANNUAL RECEIPTS		\$611,951.18
TOTAL ANNUAL DISBURSEMENTS		(\$370,965.75)
BALANCE ON HAND AUGUST 31, 2025		\$1,816,404.31
FIRSTBANK NEB SYRACUSE - CHECKING	\$4,888.04	
FIRSTBANK NEB SYRACUSE - MONEY MARKET	\$431,547.98	
WESTERN NATIONAL BANK - CD #702816	\$629,968.29	
FIRSTBANK NEB SYRACUSE - CD #5013963	\$750,000.00	
BALANCE AUGUST 31, 2025		\$1,816,404.31

**SCHOOL DISTRICT #27
2024/2025 TREASURER'S ANNUAL REPORT
AUGUST 31, 2025**

DEPRECIATION FUND

BALANCE ON HAND SEPTEMBER 1, 2024			
COUNTRYSIDE BANK UNADILLA - MONEY MARKET	\$892,287.15		
CERTIFICATE OF DEPOSIT #	\$0.00		
	\$0.00		
BEGINNING BALANCE			\$892,287.15
TOTAL ANNUAL RECEIPTS			
INTEREST & TRANSFERS	187,790.38		
TOTAL ANNUAL RECEIPTS			187,790.38
TOTAL ANNUAL DISBURSEMENTS			(\$19,524.94)
BALANCE ON HAND AUGUST 31, 2025			\$1,060,552.59
COUNTRYSIDE BANK UNADILLA - MONEY MARKET	\$1,060,552.59		
DEPRECIATION FUND CERTIFICATE OF DEPOSIT #	\$0.00		
	\$0.00		
	\$0.00		
BALANCE AUGUST 31, 2025			\$1,060,552.59

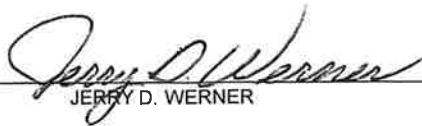
UNEMPLOYMENT FUND

BALANCE ON HAND SEPTEMBER 1, 2024			
FIRSTBANK NEB - MONEY MARKET	\$12,402.47		
BEGINNING BALANCE			\$12,402.47
TOTAL ANNUAL RECEIPTS			
INTEREST	\$376.88		
TRANSFER FROM GENERAL FUND	\$0.00		
TOTAL ANNUAL RECEIPTS			\$376.88
TOTAL ANNUAL DISBURSEMENTS			\$0.00
BALANCE ON HAND AUGUST 31, 2025			\$12,779.35
FIRSTBANK NEB - MONEY MARKET	\$12,779.35		
BALANCE AUGUST 31, 2025			\$12,779.35

BOND FUND

BALANCE ON HAND SEPTEMBER 1, 2024			
FIRSTBANK NEB - MONEY MARKET	\$788,070.94		
BOND FUND CERTIFICATE OF DEPOSIT #	\$0.00		
BEGINNING BALANCE			\$788,070.94
TOTAL ANNUAL RECEIPTS			
TAXES	\$717,153.89		
INTEREST	\$23,794.69		
TRANSFER FROM GENERAL FUND & OTHER	\$0.00		
TOTAL ANNUAL RECEIPTS			\$740,948.58
TOTAL ANNUAL DISBURSEMENTS			(\$683,379.00)
BALANCE ON HAND AUGUST 31, 2025			\$845,640.52
FIRSTBANK NEB - MONEY MARKET	\$845,640.52		
BOND FUND CERTIFICATE OF DEPOSIT #	\$0.00		
BALANCE AUGUST 31, 2025			\$845,640.52

RESPECTFULLY SUBMITTED


JERRY D. WERNER

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
September 30, 2025

GENERAL FUND

BEGINNING BALANCE		\$3,625,455.11
RECEIPTS		
TAXES	\$1,163,258.60	
INTEREST	\$15,413.02	
STATE OF NEBRASKA	\$215,066.68	
OTHER	\$8,880.00	
TOTAL	\$1,402,618.30	\$1,402,618.30
DISBURSEMENTS		
PAYROLL/DEDUCTIONS	\$762,425.77	
OPERATING	\$161,663.99	
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$924,089.76	\$924,089.76
FUND BALANCE		\$4,103,983.65
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-03	\$34,618.29
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-05	\$2,778,597.66
COUNTRYSIDE BANK UNADILLA	ACCT # 00412-700	\$38,255.79
FIRSTBANK NEB SYRACUSE	CD# 5013262 & 5013924	\$1,030,336.69
RIVERSTONE BANK	CD# 76834	\$222,175.22
GENERAL FUND BALANCE	September 30, 2025	\$4,103,983.65

BUILDING FUND

BEGINNING BALANCE		\$1,816,404.31
RECEIPTS		
TAXES	\$65,606.87	
INTEREST	\$1,313.06	
TRANSFER FROM GEN FUND -03	\$0.00	
OTHER - SCOREBOARD ADS	\$11,000.00	
TOTAL	\$77,919.93	\$77,919.93
DISBURSEMENTS		
TRANSFER -	\$0.00	
OTHER - BOCKMANN INC	\$20,600.00	
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$20,600.00	\$20,600.00
FUND BALANCE		\$1,873,724.24
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-01	\$4,888.04
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-05	\$488,867.91
WESTERN NATIONAL BANK	CD #702816	\$629,968.29
FIRSTBANK NEB SYRACUSE	CD #5013963	\$750,000.00
BUILDING FUND BALANCE	September 30, 2025	\$1,873,724.24

SCHOOL DISTRICT #27
REPORT OF THE SCHOOL TREASURER
September 30, 2025

DEPRECIATION FUND

BEGINNING BALANCE		\$1,060,552.59
RECEIPTS		
TRANSFER FROM GEN FUND - 03	\$0.00	
INTEREST	\$2,556.95	
OTHER - TRANS	\$0.00	
TOTAL	\$2,556.95	\$2,556.95
DISBURSEMENTS		
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$1,063,109.54
COUNTRYSIDE BANK UNADILLA	ACCT # 00548M297	\$1,063,109.54
	CD #	\$0.00
		\$0.00
		\$0.00
DEPR FUND BALANCE	September 30, 2025	\$1,063,109.54

UNEMPLOYMENT FUND

BEGINNING BALANCE		\$12,779.35
RECEIPTS		
TRANSFER FROM GEN FUND	\$0.00	
INTEREST	\$31.14	
TOTAL	\$31.14	\$31.14
DISBURSEMENTS		
OTHER - NE UC FUND	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$12,810.49
FIRSTBANK NEB SYRACUSE	ACCT # 731-612-05	\$12,810.49
UNEMPLOY FUND BALANCE	September 30, 2025	\$12,810.49

BOND FUND

BEGINNING BALANCE		\$845,640.52
RECEIPTS		
TAXES	\$138,222.07	
INTEREST	\$2,786.84	
OTHER -	\$0.00	
TOTAL	\$141,008.91	\$141,008.91
DISBURSEMENTS		
OTHER - UNION BANK & TRUST	\$0.00	
OTHER -	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$986,649.43
FIRSTBANK NEB SYRACUSE	ACCT # 631-911-05	\$986,649.43
	CD #	\$0.00
		\$0.00
BOND FUND BALANCE	September 30, 2025	\$986,649.43

**SCHOOL DISTRICT #27
SECRETARY'S REPORT
OCTOBER 20, 2025**

GENERAL FUND

Balance as of August 31, 2025	\$ 3,625,455.11
September receipts	<u>\$ 1,402,618.30</u>
Total amount available	\$ 5,028,073.41
September disbursements	<u>\$ 924,089.76</u>
Balance as of September 30, 2025	\$ 4,103,983.65

SCHOOL LUNCH FUND

Balance as of August 31, 2025	\$ 339,200.29
September receipts	<u>\$ 31,359.41</u>
Total amount available	\$ 370,559.70
September disbursements	<u>\$ 1,056.40</u>
Balance as of September 30, 2025	\$ 369,503.30

Bank Balance September 30, 2025	\$ 369,503.30
Outstanding receipts	<u>\$ -</u>
Total amount available	\$ 369,503.30
Outstanding disbursements	<u>\$ 343.00</u>
Bank Balance September 30, 2025	\$ 369,160.30

SCHOOL ACTIVITIES

Balance as of August 31, 2025	\$ 100,971.45
September receipts	<u>\$ 51,805.71</u>
Total amount available	\$ 152,777.16
September disbursements	<u>\$ 51,149.60</u>
Balance as of September 30, 2025	\$ 101,627.56

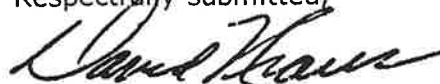
SDA REVOLVING

Balance as of August 31, 2025	\$ 104,368.58
September receipts	<u>\$ 21,179.76</u>
Total amount available	\$ 125,548.34
September disbursements	<u>\$ 20,846.37</u>
Balance as of September 30, 2025	\$ 104,701.97

*Included

FirstBank Nebraska Cking #03	33,912.42	34,618.29
FirstBank Nebraska MM #05	2,308,394.07	2,778,597.66
Countryside Bank Unadilla	38,284.08	38,255.79
FirstBank Nebraska CD #5011964	1,025,005.73	1,030,336.69
Riverstone Bank CD	<u>219,858.81</u>	<u>222,175.22</u>
	\$ 3,625,455.11	\$ 4,103,983.65

Respectfully submitted,



David Kraus, Superintendent

Current Cash Balance

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

From 09/01/2025 to 09/30/2025.

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		-5,983.31	9,000.95	17,748.76	0.00	-14,731.12
	3300-2	INSURANCE		-1,823.24	2,314.97	2,747.61	0.00	-2,255.88
	3305-2	DRIVERS ED		800.00	0.00	0.00	0.00	800.00
	3310-2	INTEREST		532.09	18.84	0.00	0.00	550.93
	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		56,989.39	885.00	0.00	0.00	57,874.39
	3322-2	TECHNOLOGY		18,908.44	8,960.00	350.00	0.00	27,518.44
			R-1 Totals:	104,368.58	21,179.76	20,846.37	0.00	104,701.97
			REV Activity Totals:	104,368.58	21,179.76	20,846.37	0.00	104,701.97

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
REV Checking:			21,179.76	20,846.37		
REV Investment:						
REV Bank Balances:	104,368.58		21,179.76	20,846.37	0.00	104,701.97

Report Activity Totals:	104,368.58	21,179.76	20,846.37	0.00	104,701.97
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Current Cash Balance

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

From 09/01/2025 to 09/30/2025.

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			3,514.13	464.26	0.00	0.00	3,978.39
1001-1	ADMISSIONS			491.00	15,250.00	0.00	0.00	15,741.00
1005-1	ADULT ATHLETIC PASSES			1,940.00	1,410.00	0.00	0.00	3,350.00
1015-1	ART CLUB			2,566.03	0.00	0.00	0.00	2,566.03
1020-1	ATHLETIC BOOSTER CLUB			38,567.83	5,065.00	7,953.12	-6,595.00	29,084.71
1025-1	BAND			4,478.02	649.00	4,198.65	0.00	928.37
1031-1	CIRCLE OF FRIENDS			387.94	0.00	0.00	0.00	387.94
1065-1	DANCE TEAM			1,221.82	1,487.59	62.37	0.00	2,647.04
1075-1	DISTRICT AUTISM TEAM			1,928.71	0.00	0.00	0.00	1,928.71
1080-1	DRAMA			-2,819.43	1,129.27	985.12	0.00	-2,675.28
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)			8,566.24	7,872.07	6,564.39	0.00	9,873.92
1100-1	FBLA			-827.55	0.00	855.00	8,171.12	6,488.57
1110-1	FFA			10,813.69	4,464.27	1,690.00	1,953.00	15,540.96
1120-1	FIELD TRIPS			14,243.62	828.00	63.00	0.00	15,008.62
1125-1	FOREIGN LANGUAGE			97.22	0.00	0.00	0.00	97.22
1130-1	HIGH ABILITY			981.32	0.00	0.00	0.00	981.32
1135-1	HISTORY FAIR			-3,163.47	0.00	0.00	4,121.22	957.75
1140-1	HOMEROOM			1,361.66	0.00	0.00	831.62	2,193.28
1145-1	HONOR SOCIETY			1,572.93	0.00	0.00	0.00	1,572.93
1150-1	HS MATHEMATICS CLUB			30.61	0.00	0.00	0.00	30.61
1155-1	INTEREST			939.76	20.41	0.00	0.00	960.17
1160-1	JH STUDENT COUNCIL			2,204.75	228.60	502.97	0.00	1,930.38
1165-1	LIBRARY			6,006.31	18.89	207.99	0.00	5,817.21
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	0.00	0.00	319.37
1185-1	MUSIC BOOSTERS			2,083.35	1,645.49	0.00	0.00	3,728.84
1190-1	MUSIC BOOSTERS TRIP FUND			26,958.68	0.00	0.00	0.00	26,958.68
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			2,472.26	0.00	72.99	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			16,193.85	0.00	0.00	500.00	16,693.85
1235-1	SH ATHLETICS			-22,383.09	4,059.69	26,049.31	-8,150.34	-52,523.05
1236-1	FOOTBALL			363.00	0.00	0.00	0.00	363.00
1240-1	SH STUDENT COUNCIL			5,724.11	0.00	0.00	0.00	5,724.11
1245-1	SH STUDY			5,041.69	412.40	0.00	0.00	5,454.09

Current Cash Balance

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

From 09/01/2025 to 09/30/2025.

Site ID Group ID	Site Name Group Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
1250-1	SHOP	1,914.84	0.00	0.00	0.00	1,914.84
1255-1	SkillsUSA	2,379.42	375.00	236.00	0.00	2,518.42
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	9,440.00	3,710.00	0.00	0.00	13,150.00
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	-4,245.89	824.45	0.00	0.00	-3,421.44
1295-1	YEARBOOK	-77,919.50	240.00	1,708.69	0.00	-79,388.19
1300-1	COUNSELOR FUND	125.00	0.00	0.00	0.00	125.00
1305-1	KINDNESS SQUAD	8.12	500.00	0.00	0.00	508.12
1310-1	FFA- Otoe County Fair	1,201.54	0.00	0.00	0.00	1,201.54
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)	1,663.25	0.00	0.00	-1,663.25	0.00
2021-1	CLASS OF 2026 (12th GRADE)	2,753.05	0.00	0.00	831.63	3,584.68
2022-1	CLASS OF 2027 (11th Grade)	657.41	1,151.32	0.00	0.00	1,808.73
2024-1	CLASS OF 2028 (10TH GRADE)	631.39	0.00	0.00	0.00	631.39
2025-1	CLASS OF 2029 (Freshmen)	0.00	0.00	0.00	0.00	0.00
A-1 Totals:		100,971.45	51,805.71	51,149.60	0.00	101,627.56
SHS Activity Totals:		100,971.45	51,805.71	51,149.60	0.00	101,627.56

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SHS Checking:			51,805.71	51,149.60		
SHS Investment:						
SHS Bank Balances:	100,971.45		51,805.71	51,149.60	0.00	101,627.56

Report Activity Totals: **100,971.45** **51,805.71** **51,149.60** **0.00** **101,627.56**

October 20, 2025

BOND FUND

Union Bank & Trust	\$640,627.50
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TOTAL:	<u>\$640,627.50</u>
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Syracuse Public School

Check Report

Begin Date: 10/01/2025; End Date: 10/31/2025; 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: 10/17/2025 10:08:42 AM

Check Date	Check Number	Payee	Type	Amount
10/20/2025	EFT	Amazon Capital Services	Accounts Payable	\$6,751.24
10/20/2025	EFT	Magic-Wrighter, Inc.	Accounts Payable	\$34.95
10/20/2025	8144	A Plus Warehouse	Accounts Payable	\$3,999.99
10/20/2025	8145	ABDO Publishing Company	Accounts Payable	\$830.40
10/20/2025	8146	Albireo Energy	Accounts Payable	\$805.00
10/20/2025	8147	American Lift and Sign	Accounts Payable	\$787.00
10/20/2025	8148	Antes Family Hardware	Accounts Payable	\$202.87
10/20/2025	8149	ATS, LLC	Accounts Payable	\$29,615.25
10/20/2025	8150	Boldt Tire Supply & Service LLC	Accounts Payable	\$1,557.76
10/20/2025	8151	Brianna Tickle	Accounts Payable	\$10,385.04
10/20/2025	8152	Bureau of Education & Research, Inc.	Accounts Payable	\$295.00
10/20/2025	8153	Buss Pest Control	Accounts Payable	\$115.00
10/20/2025	8154	BVH Architecture	Accounts Payable	\$475.00
10/20/2025	8155	Capital Business Systems, Inc.	Accounts Payable	\$1,144.58
10/20/2025	8156	CDW Government, Inc.	Accounts Payable	\$526.35
10/20/2025	8157	City Of Syracuse	Accounts Payable	\$20,593.00
10/20/2025	8158	Column Software, PBC	Accounts Payable	\$10.35
10/20/2025	8159	Continental Fire Sprinkler Co	Accounts Payable	\$4,319.13
10/20/2025	8160	Cubby's Inc.	Accounts Payable	\$5,922.61
10/20/2025	8161	Culligan of Percival	Accounts Payable	\$84.60
10/20/2025	8162	Curriculum Associates	Accounts Payable	\$84.24
10/20/2025	8163	Danielson Tech Supply	Accounts Payable	\$772.90
10/20/2025	8164	DAS State Acctg-Central Finance OCIO	Accounts Payable	\$953.61
10/20/2025	8165	Dietze Music	Accounts Payable	\$505.44
10/20/2025	8166	Eakes Office Solutions	Accounts Payable	\$2,128.94
10/20/2025	8167	Esu #4	Accounts Payable	\$1,076.70
10/20/2025	8168	Esu #5	Accounts Payable	\$2,452.10
10/20/2025	8169	ESU #6	Accounts Payable	\$465.05
10/20/2025	8170	First Concord Group	Accounts Payable	\$217.50
10/20/2025	8171	Frontier Cooperative	Accounts Payable	\$72.87
10/20/2025	8172	HD Supply, Inc.	Accounts Payable	\$2,697.82
10/20/2025	8173	Heinemann	Accounts Payable	\$93.66
10/20/2025	8174	Heritage Water Services, Inc.	Accounts Payable	\$200.00
10/20/2025	8175	IXL Learning	Accounts Payable	\$4,687.50
10/20/2025	8176	Junior Library Guild	Accounts Payable	\$227.07
10/20/2025	8177	JW Pepper	Accounts Payable	\$510.89
10/20/2025	8178	Lang Safety Consulting LLC	Accounts Payable	\$575.00
10/20/2025	8179	LivestockJuding.com	Accounts Payable	\$300.00
10/20/2025	8180	Lutjemeyer, Nichole D	Accounts Payable	\$54.00
10/20/2025	8181	NASB	Accounts Payable	\$688.00
10/20/2025	8183	NC Utilities	Accounts Payable	\$587.21
10/20/2025	8184	NCECBVI	Accounts Payable	\$34,704.80
10/20/2025	8185	NCS Pearson/Certiport	Accounts Payable	\$55.00
10/20/2025	8186	NCSA	Accounts Payable	\$885.00
10/20/2025	8187	Omaha Truck Center Companies	Accounts Payable	\$279.78
10/20/2025	8188	One Source	Accounts Payable	\$22.00
10/20/2025	8189	Papillion Sanitation	Accounts Payable	\$1,259.53
10/20/2025	8190	Perry, Guthery, Haase & Gessford, P.C., L.L.O.	Accounts Payable	\$1,314.00
10/20/2025	8191	Principal Life Insurance Company	Accounts Payable	\$1,718.00
10/20/2025	8192	Pro-Ed	Accounts Payable	\$125.00
10/20/2025	8193	Rega Engineering Group, Inc.	Accounts Payable	\$1,000.00
10/20/2025	8194	Royal, Brenda K	Accounts Payable	\$25.00
10/20/2025	8195	Segra	Accounts Payable	\$210.10
10/20/2025	8196	Sparq Data Solutions	Accounts Payable	\$3,000.00

10/20/2025	8197	Sports Facility Maintenance, LLC	Accounts Payable	\$1,878.96
10/20/2025	8198	Surnali LLC	Accounts Payable	\$270.00
10/20/2025	8199	Syracuse Area Health	Accounts Payable	\$9,396.90
10/20/2025	8200	Syracuse Fresh Market	Accounts Payable	\$577.09
10/20/2025	8201	Syracuse Motor Supply	Accounts Payable	\$270.43
10/20/2025	8202	TruGreen and Action Pest Control	Accounts Payable	\$1,980.31
10/20/2025	8203	Weathercraft Co. of Lincoln	Accounts Payable	\$293.64
10/20/2025	8204	Windstream	Accounts Payable	\$1,361.15
10/20/2025	8205	York Elementary School	Accounts Payable	\$200.00
10/20/2025	8206	Zones of Regulation, Inc.	Accounts Payable	\$144.00
10/20/2025	8207	Apptegy, Inc.	Accounts Payable	\$9,600.00
10/20/2025	8208	SDA Revolving	Accounts Payable	\$10,219.46
Sub Total				\$188,595.77

Budget Hearing
Monday, September 15, 2025 7:10 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. Review 2025-2026 Budget

4. Public Input on Budget

5. Adjournment

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

Tax Request Hearing
Monday, September 15, 2025 Immediately
following Budget Hearing

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. Review 2025-2026 Tax Request

4. Public input on Tax Request

5. Adjournment

Adjourn. This motion, made by Ed Zastera 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

Board of Education Meeting
Monday, September 15, 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

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 Tyler Kreifels, 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. 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

Public comment was taken.

8. Reports

8.1. Superintendent

Mr. Kraus report included topics on the NASB state conference, upcoming Facility Committee meeting, BVH zoom meeting and upcoming work session meeting, Apptegy web site company, Teacher Advisory group, and Rule 10 safety audit.

9. Discussion Items

9.1. Policies for review

10. Action Items

10.1. Discuss, consider, and take action on pole vault pit replacement bid.

Approve bid for pole vault pit replacement. This motion, made by Ed Zastera 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

The pole vault pit is in need of replacement due to its age and condition. Mr. Royal had worked on negotiating a good price on a new one.

10.2. Discuss, consider, and take action on a girls wrestling coop with Weeping Water.

Approve high school girls wrestling coop with Weeping Water. 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

There are currently a couple of girls interested in competing and Weeping Water would host the coop if approved.

10.3. Discuss, consider, and take action on the addition of high school baseball.

Approve the addition of high school baseball. 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

The board discussed the possibility of adding baseball. Administration will decide when the program officially begins, since starting it this school year would be difficult. Elmwood-Murdock has also expressed interest in a baseball and softball coop beginning in the 2027 season.

10.4. Discuss, consider, and take action on approving policy 4144 Early Retirement.

Approve policy 4144 Early Retirement. This motion, made by Brianne Wilhelm and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

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

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

10.6. Discuss, consider, and take all necessary action to approve Resolution "1" to policy 5004 Option Enrollment.

Approve Resolution "1" to policy 5004 Option Enrollment. 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

10.7. Discuss, consider, and take action to increase the school district's property tax request authority.

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

The board discussed the tabled item from last month and agreed not to pursue an additional property tax request. Members noted that voting **no** reflects the board's responsibility to avoid seeking taxes that are not necessary.

10.8. Discuss, consider, and take all necessary action on the 2025-2026 Budget
Approve the 2025-2026 school budget as presented. This motion, made by Tyler Kreifels and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

10.9. Discuss, consider, and take all necessary action to pass the resolution setting the Property Tax Request for the 2025-2026 School Year
Approve passing the resolution setting the Property Tax Request for the 2025-2026 School Year per pending clarification with NDE on item number 5. 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. 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

Syracuse-Dunbar-Avoca Public Schools

Superintendent Report

October 20, 2025 | 7:30 PM

1. Upcoming Conference Dates

- State Education Conference: November 19–21
- NRCSA State Conference: March 18–20

2. NRCSA, NCSA Region 1, and NCC Meetings

- Meetings were held last week with several senators in attendance.
- The legislative session this year will be a 60-day short session.

3. Parent Advisory Group

- Planning to meet in the near future.
- The primary focus will be facility planning discussions and community input.

4. AQuESTT Results

- The secured release of district classifications has been completed.
- The public release of AQuESTT results is expected in late November.

5. Facility Planning

- A working meeting with BVH Architecture is scheduled for October 22 at 7:00 PM.
- Key discussion topics will include next steps in the facility study and long-term planning.

6. Transportation Update

- The new Suburban has been delivered.
- The new bus is scheduled for transport and should arrive soon.

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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 [Name] 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 Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$100,000, 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

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- 1) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- 2) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- 3) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- 4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- 5) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
- 4) Implement adequate maintenance procedures for the equipment; and
- 5) Implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Legal Reference: 2 C.F.R. §§ 200.313 & 200.303.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for simplified acquisition thresholds (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids (over \$250,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$250,000); and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

- 1) An assurance that minority business enterprises and labor surplus area firms are used, when possible;
- 2) An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
- 3) A Suspension and Debarment clause;
- 4) A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
- 5) A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
- 6) For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
- 7) A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
- 8) A provision addressing the District's conflict of interest policies; and
- 9) A requirement that the contractor maintains records related to the contracted work.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference: 2 CFR §§ 200.310-200.313.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The District will maintain a copy of said verification or documentation.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally funded activities;
- 4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both federal and non-federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally assisted, and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: If the District is granted the authority to use federal funds for a construction project, the District will follow the Davis-Bacon and Related Acts, including the payment of “prevailing wages” to those who work on the job site, as well as the contractor bonding requirements.

Legal Reference: 40 U.S.C. § 3141, et seq; 2 C.F.R. § 200.326.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- 1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- 2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- 3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- 4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- 5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.
- 6) If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

- 7) Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Conflict of Interest: No District employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. District employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the District’s Conflict of Interest Policy. Any District employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Legal Reference: 2 C.F.R. §§ 200.112 & 200.318.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District’s other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual’s participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District’s travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

Employees seeking reimbursement for travel costs must complete a District travel reimbursement form and submit it to the business office within thirty (30) days of completing travel. Requests must include original receipts for transportation, lodging, registration, and other actual expenses. Mileage reimbursements will be calculated at the IRS-approved mileage rate in effect at the time

of travel unless otherwise required by federal regulation. Per diem reimbursements, if elected, will be based on the federal General Services Administration (GSA) per diem rates applicable to the travel destination and date of travel. The method chosen (actual costs, per diem, mileage, or combination) must be applied consistently to the entire trip and not to selected days of the trip. All reimbursement requests must be approved by the employee's supervisor and verified by the business office before payment is issued.

Legal Reference: 2 C.F.R. § 200.475

Date of Adoption: June 2025

Reviewed: Sept. 2025

Personnel - Non-Certificated Employees

Qualifications of Non-Certificated Employees

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: August 2023

Personnel - Non-Certificated Employees"At Will" Employees

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: August 2023

Personnel - Non-Certificated EmployeesHiring/Dismissal

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Syracuse Dunbar Avoca Public Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

Dismissal of non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: August 2023

Personnel - Non-Certificated Employees

Contract

All non-certificated employees shall be required to sign an "at will" employment contract with the school district as a condition precedent to employment or continued employment with the school district. The non-certificated "at will" employee contract shall be in the form as proposed by the Superintendent and approved by resolution of the Board of Education.

Date of Adoption: August 2023

CLASSIFIED EMPLOYEE'S EMPLOYMENT AGREEMENT

This Employment Agreement is entered into between Syracuse-Dunbar-Avoca Public Schools (the "District") and _____, (the "Employee").

WITNESSETH: The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

Section 1. Term of Contract. The term of this contract shall be indefinite and employment is on an "at will" basis. Duties shall commence effective on the _____ day of _____, 20____, and unless earlier terminated pursuant to Section 4, shall terminate on the _____ day of _____, 20___. The contract may be extended by written agreement.

Section 2. Compensation and Benefits.

- a. Salary Worksheet. Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto as Exhibit "1." Salary shall be payable on the 15th day of each month.
- b. Leaves. Leaves available to the Employee are subject to the conditions set forth in Board Policy and the Employee Handbook.
- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every salary payment any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment. Such deductions shall be made to the extent permitted by law and, if Employee is FLSA-exempt, only in a manner that will not affect the exempt status.
- d. State Retirement. This employment is subject to the School Employees Retirement Act.
- e. FLSA Exemption: Employee is Exempt ___ Not Exempt X (check as applicable) under the FLSA guidelines. Employee agrees that this determination is valid. If Employee is not FLSA-exempt, it is understood that Employee shall not work beyond 40 hours in a workweek absent supervisor approval.
- f. Compensatory Time: If Employee is not FLSA-exempt, it is agreed that the District may provide the Employee compensatory time in lieu of overtime pay for time worked in excess of 40 hours in any workweek. Compensatory time will be granted on a one and one-half basis. The maximum number of hours permitted to be accrued is 240 hours of comp time (which equals 160 hours of actual overtime worked). Employee is permitted to use comp time within a reasonable period after request, provided the time Employee wants off does not unduly disrupt Employer's operations. For example, a request by the Employee to use comp time during the first week of the semester would not ordinarily be granted. The District or administration may require the Employee to use comp time in place of requested personal leave. Unused comp time will be paid when employment ends. The provision of comp time may be subject to such other policies which the Board or administration may establish from time to time.

Section 3. Duties of Employee.

- a. Position. Employee is employed in the position of _____ .

- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies. The Employee shall comply with the policies of the Board, the rules and regulations of the Board and the directives of supervisors. The Employee agrees that the policies and rules and regulations of the Board may be changed at any time, with or without notice to the Employee.
- d. Duty Hours. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable attendance is an essential function of the Employee's position.
- e. Assignment. The Employee may be assigned to different positions and duties and in such event the District shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

Section 4. Termination of Employment.

- a. Termination by District. This agreement creates no property right in continued employment. It may be terminated by the Board or the Superintendent, with or without cause or hearing, upon giving 2 calendar weeks' notice or pay in lieu of notice. In the event there is good cause for termination as determined in the sole discretion of the Board or the Superintendent, no advance notice or pay in lieu of notice shall be required.
- b. Termination by Employee. Employee may resign upon giving 2 calendar weeks' notice.
- c. Compensation upon Termination. In the event Employee is employed on a salaried basis, salary to be paid for the contract year shall be determined based on the days worked multiplied by the effective daily rate specified in the section on leaves. Whether hourly or salaried, any portion of compensation paid or provided but not earned prior to termination, shall be refunded to the District by the Employee upon termination. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

Section 5. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 6. Entirety of Agreement and Amendments. This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Board or the Superintendent.

<p>Executed this ____ day of _____, 20__.</p> <p>_____</p> <p>Employee</p>	<p>Executed this ____ day of _____, 20__.</p> <p>Board of Education of Syracuse-Dunbar-Avoca Public Schools</p> <p>By: _____</p> <p>Board Officer, Administrator or other Authorized Official</p>
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SALARY WORKSHEET
20__-20__

Employee Name: _____	Position: _____
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Salary & Fringe Benefits

Salary	Step ____ \$_____ per hour
Insurance	<p>Please check one of the following:</p> <p>_____ I would like to purchase the EHA group health insurance.</p> <p>_____ I do not want to purchase the EHA group health insurance.</p> <p>Signed _____ Date _____</p>

Annual Paid Leaves

Sick	10 days/year	Accumulation maximum: 50 days.
Vacation	None	No accumulation
Bereavement	3 days	No accumulation
Personal	2 days/year	No accumulation
Emergency	1 day/year	No accumulation

Date of Adoption: August 2023

Personnel - Non-Certificated Employees

Assignment and Transfer

Each non-certificated employee shall be assigned to a position at the direction of the Superintendent and may be transferred to any other position as the Superintendent may direct.

Date of Adoption: August 2023

Personnel - Non-Certificated EmployeesComplaint Procedure

The normal procedure to be followed by each employee regarding a personal complaint related to his/her employment is to discuss the matter in a personal conference with the school principal or with the supervisory officer directly in charge. When the nature of the complaint dictates otherwise, the employee is entitled to present the complaint to any higher supervisory officer. An unsatisfactory result with the school principal or with the supervisory officer may be taken to the Superintendent.

Date of Adoption: August 2023

Personnel - Non-Certificated Employees

Complaint Form

This complaint form is to be used when a non-certificated employee of Syracuse Dunbar Avoca Public Schools has a personal complaint related to his/her employment. The initial step for such a complaint is to have a conference with the school principal or with the supervisory officer directly in charge. That step may be undertaken informally, without completing this form.

This form is to be completed if the employee is dissatisfied with the outcome at the initial step and wishes to have his/her complaint reviewed at the next level.

Date: _____

Name: _____

(1) Description of the complaint:

_____.

(2) Names of any witnesses to the matter being complained about:

_____.

(3) Identify and attach any material supporting the complaint:

_____.

(4) Date of the personal conference with the principal or supervisory officer: _____.

(5) Response given by principal or supervisory officer to the employee's complaint:

_____.

(6) Relief requested (what I want done in response to this complaint):

_____.

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate and I give permission for an investigation to be made into this complaint.

Received by: _____ Signature: _____
Date: _____

PersonnelStandards of Performance for Non-Certified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis 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. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.
11. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
12. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
13. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: August 2023

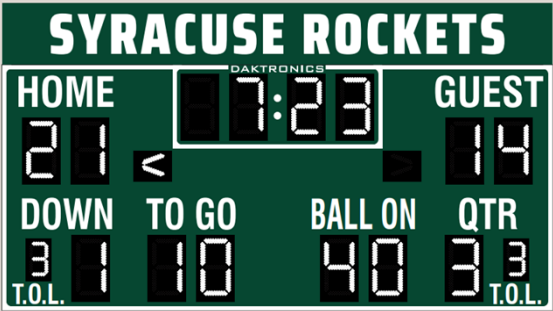
Personnel - All EmployeesStaff Payments During Closure

In the event of inclement weather, a pandemic, or other unexpected or extraordinary circumstances, the Board of Education or the Superintendent may close school or a particular school building in order to protect staff and students from harm, and will establish a reopen date when it is safe to return. If such closure extends for a long period of time as determined by the Superintendent, then the Superintendent may implement procedures, agreements, or other requirements to compensate staff during a closure to ensure staff return to employment after the closure. The District may consistently pay staff according to District policies and procedures already established by salaries or wages.

Legal Reference: 2 C.F.R. Sec. 200.430

Date of Adoption: August 2023

Quote Number	00001714	Issued Date	09/11/2025
Quote Name	Syracuse Football Scoreboard	Expiration Date	10/11/2025
Account Name	Syracuse-Dunbar-Avoca Public Schools 1500 Education Drive Syracuse, NE 68446	Name	Jarred Royal jroyal@sdarockets.org (402) 269-2381
Payment Terms	50% Down, Remainder Upon Receipt	Sales Rep	Ryan Wilke ryan@crouchrec.com +1 4028065355

#	PRODUCT/SERVICE	DESCRIPTION	COLOR	QTY	UNIT PRICE	TOTAL PRICE
1	Daktronics	882043-1-0 FB-2018-W-PV-F Football Scoreboard; Scoreboard Color: Forest Green (8750) Caption Color: White Perimeter Border Stripe for Scoreboard, Color: White Digit Color: White Cabinet Dimensions: 8' 0" H X 18' 0" W X 0' 8" D (Approx. Dimensions) Max Power: 635 watts/display Weight: Unpackaged 575 lbs per display; Packaged 900 lbs per display Radio Receiver Frequency of 2.4 GHz I-Beam Mounting Method (A) For 2 I-Beams 15" Time Outs Left Option (White LEDs) I-Beam Mounting Hard	FOREST GREEN	1	\$14,006.00	\$14,006.00
						
2	Daktronics	AS-5010 Kit All Sport® 5010 Control Console Kit Outdoor Scoreboard Radio Communication (Transmitter) Frequency of 2.4 GHz		1	\$1,393.00	\$1,393.00
3	Daktronics	Outdoor Non-Backlit 2' 0" x 18' 0" Horizontal Ad Panel, Above Display Cabinet Dimensions: 2' 0" H X 18' 0" W X 0' 8" D Weight: Packaged 116 lbs per display		1	\$1,328.00	\$1,328.00
4	Daktronics	Freight <ul style="list-style-type: none"> If shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery. 		1	\$700.00	\$700.00



1309 S 204th Street #330
 Elkhorn, NE 68022
 (402) 496-2669

5	Daktronics	G5C5-W Five (5) Year Parts Only - Includes Customer Care Level 3		1	\$0.00	\$0.00
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Total Price	\$17,427.00
Tax	\$0.00
Grand Total	\$17,427.00
Deposit Amount	\$8,713.50

NOTES

PROJECT DETAILS

Bill to Address	Ship to Address	Project Address
Jarred Royal jroyal@sdarockets.org (402) 269-5070 1500 Education Drive Syracuse, NE 68446	Jeff Mcknight jeff@amelifit.com (402) 572-1044 6958 North 97th Circle Omaha, NE 68122	1500 Education Drive Syracuse, NE 68446

CONDITIONS

Agreement and Acceptance Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

Payment Terms All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods. Deposit is nonrefundable.

Taxes The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

Late charge Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

Schedule The schedule will be determined at the time of acceptance of the agreement.

Deliveries Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

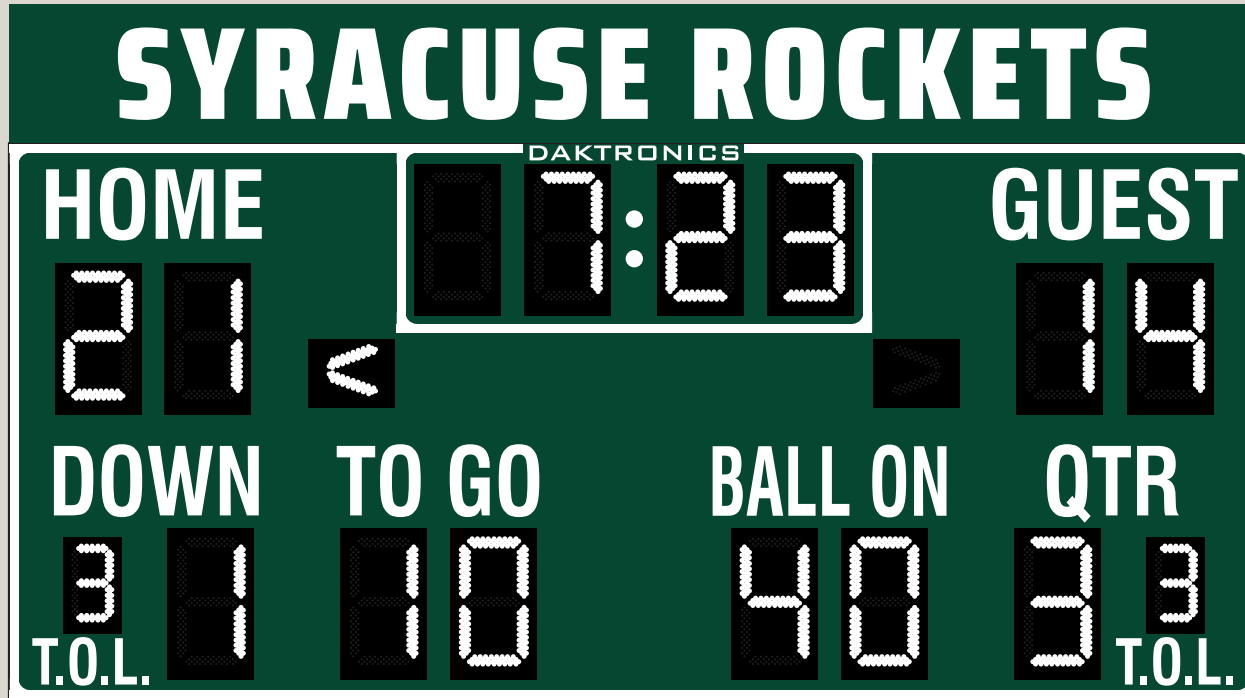
Installation The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

Custom Design & Approval Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.



1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

SIGNATURE		
Signature	Name	Date



Aluminum Non-Backlit Panel - 24" x 216" x 8.125"
 Painted Forest Green 70-3856666-A (8750)
 "S" in Syracuse 16"h
 Fonts Used: Saira Condensed Black
 - White 7725-10

Scoreboard Type
 FB-2018-W Forest Green 70-3856666-A (8750)
 " Stripe White 7725-10

@1

**Graphic Panel(s) Approval
 (scoreboard for visual only)**



APPROVED

Signature

Stacy Kyei

Designer



Quote Number	00001860	Issued Date	10/20/2025
Quote Name	Syracuse Football 25' Board	Expiration Date	11/19/2025
Account Name	Syracuse-Dunbar-Avoca Public Schools 1500 Education Drive Syracuse, NE 68446	Name	Jarred Royal jroyal@sdarockets.org (402) 269-2381
Payment Terms	50% Down, Remainder Upon Receipt	Sales Rep	Ryan Wilke ryan@crouchrec.com +1 4028065355

#	PRODUCT/SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Daktronics	882043-1-1 FB-2023-W-PV-F Football Scoreboard; Includes Track Captions on Changeable Panels with Rails Scoreboard Color: FOREST GREEN (8750) Caption Color: WHITE (7725-10) Perimeter Border Stripe for Scoreboards; Color: WHITE (7725-10) Digit Color: WHITE Cabinet Dimensions: 8' 0" H X 25' 0" W X 0' 8" D (Approx. Dimensions) Max Power: 705 watts/display Weight: Unpackaged 825 lbs per display; Packaged 1290 lbs per display 12VDC Trumpet Horn with Power Supply I-Beam Mounting Method (A) For 2 I-Beams 	1	\$18,452.00	\$18,452.00
2	Daktronics	AS-5010 Kit All Sport® 5010 Control Console Kit Outdoor Scoreboard Radio Communication (Transmitter) Frequency of 2.4 GHz	1	\$1,394.00	\$1,394.00
3	Daktronics	Outdoor Non-Backlit 2' 0" x 25' 0" Horizontal Ad Panel, Above or Below Display Cabinet Dimensions: 2' 0" H X 25' 0" W X 0' 8" D Weight: Packaged 160 lbs per display	1	\$1,983.00	\$1,983.00
4	Daktronics	Freight	1	\$960.00	\$960.00
5	Daktronics	G5C5-W Five (5) Year Parts Only - Includes Customer Care Level 3	1	\$0.00	\$0.00

Total Price \$22,789.00
Tax \$0.00



1309 S 204th Street #330
 Elkhorn, NE 68022
 (402) 496-2669

Grand Total \$22,789.00
Deposit Amount \$11,394.50

NOTES

Quote if for equipment only. Installation and electrical work not included.

PROJECT DETAILS		
Bill to Address	Ship to Address	Project Address
Jarred Royal jroyal@sdarockets.org (402) 269-5070 1500 Education Drive Syracuse, NE 68446	Jeff Mcknight jeff@amelifit.com (402) 572-1044 6958 North 97th Circle Omaha, NE 68122	1500 Education Drive Syracuse, NE 68446

CONDITIONS

Agreement and Acceptance Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

Payment Terms All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods. Deposit is nonrefundable.

Taxes The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

Late charge Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

Schedule The schedule will be determined at the time of acceptance of the agreement.

Deliveries Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

Installation The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

Custom Design & Approval Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.

SIGNATURE		
Signature	Name	Date

Syracuse High School Field Events Resurfacing

CONTRACTOR:

Midwest Tennis & Track Co.

LOCATION:

22 S Main Street, PO Box 161
Denison, IA 51442
(712) 263-3554

COMPANY**REPRESENTATIVES:**

BRIAN LAUNDERVILLE
PRESIDENT

brian@midwesttennisandtrack.com

MOBILE: (515) 229-3385

COREY CURNYN

VP OF SALES & OPERATIONS

corey@midwesttennisandtrack.com

MOBILE: (712) 269-5454

NICHOLE WINEY,

OFFICE MANAGER

nichole@midwesttennisandtrack.com

**DATE:**

October 17, 2025

OWNER:

Syracuse-Dunbar-Avoca Schools
1500 Education Drive
Syracuse, NE 68446
(402) 269-2381

PROJECT ID.:

Syracuse 101725

PROJECT LOCATION:

Syracuse High School
1500 Education Drive
Syracuse, NE 68446

CONTACT:

David Kraus, Superintendent
dkraus@sdarockets.org
(402) 269-2383 – office



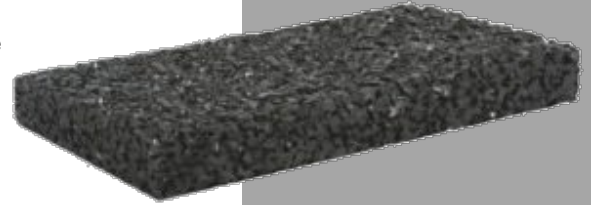
Revolution™ PROPOSAL



The Revolution™ track system is a permeable, 100% polyurethane paved-in-place base mat system. Utilizing a premium grade polyurethane binder, the Revolution system contains a true 20% polyurethane content.

Providing better performance and a lower annual cost over latex systems, it is the most popular track system among high schools, providing optimum shock absorption and durability at an economical cost.

This system can be upgraded to the Revolution™ SS structural spray system



SCOPE OF SERVICES

- Removal and disposal of existing surface
- Clean and prepare the asphalt base
- Locate and fill all cracks
- Application of polyurethane primer coat
- Application of 1/2" black Revolution™ polyurethane surfacing
- Paint lines on runways

COST: \$29,950

ACCEPTED: YES NO

OPTIONAL ADD

- Not Applicable

COST:

ACCEPTED: YES NO

UNIT PRICING

The price to repair water pockets (birdbaths) within the existing asphalt / concrete base is not included. It is unknown if water pockets are present within the existing track and / or high jump areas.

- Unit price for labor and 2-component polyurethane leveling materials\$6.75 / lb

Proposal includes up to 100 LF of crack filling. If additional asphalt cracks are found upon removal of the existing surface, then unit pricing shall be applied to those cracks in excess of the 100 LF included in the proposal, and shall be added to the contract price upon written approval of the Owner.

- Application of single component polyurethane sealant for additional crack repair.....\$6.25 / LF
- Application of 12" wide Mirafi MTK for additional crack repair.....\$8.25 / LF

600 SY

AREAS INCLUDED

- Track oval & chute
- Runways
- High Jump
- D-zone

SYSTEM REQUIREMENTS

A stable asphalt base is required. MTT Co. will utilize light-duty equipment (12,000 lb max) to remove the existing track surfacing. If it is found during the removal operations that the existing asphalt base is unsuitable, MTT Co. will immediately stop operations and alert the Owner. If required, replacement of the unsuitable/unstable asphalt base is not included within the proposal and shall be added to the contract price upon written approval of Owner

INCLUDES:

5-YEAR WARRANTY



22 S Main Street, PO Box 161
Denison, Iowa 51442
Telephone: (712) 263-3554
info@midwesttennisandtrack.com

NOTES & EXCLUSIONS

- Material pricing valid for 30 days from date of this proposal.
- Proposal does not include sales tax. Owner shall provide appropriate sales tax exemption certificates upon return of signed proposal.
- All chain link fencing must be installed and the site secured prior to resilient surfacing application. A 6' high (minimum) temporary fence may be used to secure site. All fencing shall be installed by Owner and is not included within proposal.
- Owner must provide proper staging/access to construction area.
- The site shall be restricted from the public and athletes during construction. Only authorized personnel from MTT Co. and the Owner shall be allowed on site.
- MTT Co. is not responsible for damage to existing substandard or damaged surfaces at staging area. No surface restoration has been included.
- Performance bonding has not been included.

INCREASES IN MATERIAL PRICING

If notification of an impending price increase is received from the manufacturer prior to installation and placement of material order, MTT Co. will in turn provide prompt notification to the Owner. The Owner shall have the option to either incur the impending price increase through execution of a written change order, terminate signed proposal agreement, or provide written approval for MTT Co. to place an order and take early delivery of the materials at no additional cost to Owner.

EARLY DELIVERY OF MATERIALS

Upon written approval from Owner, MTT Co. shall place an order with the manufacturer and take early delivery of materials. Proof of insurance and off-site storage agreement for materials shall be provided to Owner upon request. Upon receipt of invoice for materials, Owner shall be responsible for payment in accordance with terms specified herein.

PAYMENT TERMS

Progress payments for materials and work completed; balance due 30 days upon completion of project.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

PROPOSAL PROVIDED BY: COREY CURNYN, VP OF SALES & OPERATIONS

ACCEPTANCE

AUTHORIZED SIGNATURE

Syracuse-Dunbar-Avoca Public Schools

COMPANY NAME

PRINTED SIGNATURE

ACCEPTANCE DATE



22 S Main Street, PO Box 161
Denison, Iowa 51442
Telephone: (712) 263-3554
info@midwesttennisandtrack.com



PROJECT PROPOSAL

SDA High School
Syracuse, NE

 402-238-2900  protrackandtennis.com 



Pro Track and Tennis, Inc. | 800.498.4395 | www.protrackandtennis.com



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PROPOSED SYSTEM: PRO TRACK 2000

POLYURETHANE BASE MAT WITH A SINGLE COMPONENT STRUCTURAL SPRAY SYSTEM

Pro Track and Tennis, Inc. proposes to install the following per the following specifications:

- 1. Remove existing system and haul off site from high jump pad & runways. Install a new ½ in Polyurethane Base Mat. Includes striping on runways.**
- 2. Remove existing system and haul off site from high jump pad. Install a new ½ in Polyurethane Base Mat. Includes striping on runways.**
- 3. BLACK Poly Structural Spray over the base mat on track oval and events. Includes patchwork and striping.**



4. **Remove existing system and haul off site from high jump pad & runways. Install a new ½ in Polyurethane Base Mat. This will be added to the structural spray option.**

PART 1: GENERAL

1.01 RELATED DOCUMENTS:

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

1.02 SUMMARY:

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the polyurethane rubber 1/2" synthetic track surface.
- B. The track will be laid out for line striping and event markings.

1.03 GOVERNING BODIES:

- A. Codes and standards will follow the current guidelines set forth by the National Federation of State High School Associations (NFHS), the National Collegiate Athletic Association (NCAA) and the International Association of Athletics Association (IAAF). The NFHS rules shall be enforced where differences between the three associations are noted.
- B. The American Sports Builders Association (ASBA) track construction manual will be the reference source for all guidelines for construction.



1.04 SUBMITTALS:

- A. One copy of the polyurethane binder manufacturer's product specification sheet.
- B. One synthetic surface sample.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as hurdles, high jump standards, landing pits etc.
- B. Portable objects such as benches, starting/observation decks etc should be removed.
- C. Rolled out crossing mates, carpets, plywood should be picked up and stored.
- D. Rolled out runway mats should be rolled up and stored if the respective runway surface is going to be worked on.

2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the track surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the track. Wind blowing water onto the track should be taken into consideration.

- F. We recommend that the football field interior area be mowed prior to our arrival. We will accommodate, if possible, mowing during construction if there is a critical need.
- G. Fertilizing turf adjacent to the track surface is strictly prohibited. Fertilizer will damage and discolor the track surface.

2.03 SECURITY:

- A. We recommend that the staff at the school be notified of the dates the track will be closed. Especially gym classes that may use the track and field during the renovation period.
- B. The community should be notified if feasible to deter community walkers and joggers from attempting to enter the work area during installation.

The successful and timely completion of your track renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.

- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the track being closed while during renovation.

PART 3: PRODUCTS

3.01 SYNTHETIC SURFACING:

- A. The synthetic surface shall be Track Binder black base mat, permeable, paved in place. The rubber shall be recycled SBR granulates 1-3mm in gradation.
- B. The synthetic surface shall be an Aromatic One Component Polyurethane Structural Spray synthetic track surface, permeable, spray applied. The coatings will be applied in two coats to achieve the total lbs specified. The rubber shall be EPDM virgin granulates .5-1.5mm in gradation.

3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. ASPHALT EMULSION CRACK SEALANT: Asphalt Emulsion crack sealer shall be used for cracks in the substrate and existing rubber system as determined by the lead technician.
- C. LATEX BASED CRACK SEALANT: 100% latex Crack Flex shall be used on the existing rubber surface only as determined by the lead technician.
- D. POLYURETHANE CRACK SEALANT: single component pure polyurethane shall be used on cracks as determined by the lead technician.
- E. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- F. PATCHING MATERIAL: Track binder shall be mixed with 1-3 mm rubber granulates. The mixture shall be used to full depth patch areas where the existing synthetic surface is missing or is to be cut out and replaced.
- G. PRIMER: Primer shall be used to prime all substrates to receive the synthetic surface system. This will include cured asphalt, cured concrete.
- H. POLYURETHANE BINDER: Polyurethane binder shall be used in conjunction

with SBR rubber granulates to build the synthetic surface system to the desired depth. This material is batched, mixed and paved into place.

- I. POLYURETHANE STRUCTURAL SPRAY- An aromatic, one component Polyurethane Structural Spray shall be used in conjunction with EPDM rubber granulates. This material is batched, mixed and sprayed into place to achieve the total specified pounds.
- J. LINE PAINT: Wilko Paint No. 721-22 Track, Urethane Gloss White plus desired event colors marking paint or equal shall be used to stripe all lines and events or equal.

3.03 Rubber Surface Removal:

- A. The existing rubber surface will be removed and hauled off site for proper disposal.
- B. A specially designed scarper head attachment will be used to remove the surface. The head is designed for rubber track surface removal and does so with little to no damage to the asphalt sub-base.
- C. Some hand work may be needed.
- D. We do not express that all the existing surfaces will come up 100% due to irregularities in the substrate base and planarity.
- E. It is understood that once the rubber surface is removed that an inspection of the asphalt and or concrete substrate will be done to determine if any remedial work may need to be done
- F. This work will be done, if elected by the owner, by a negotiated change order.
- G. If the condition of the substrate is such that Pro Track and Tennis can't provide a warranty for the new rubber surface, this will be brought to the attention of the owner.
- H. Armor Crack Repair may be needed to cover any exposed cracks and this product comes with a 5-year warranty that the crack will not reappear or

telegraph through the new rubber surface. Armor Crack Repair will be installed, if elected by the owner, by a negotiated change order.

- I. The surface will be cleaned using mechanical power brooms and high pressure forced air machines.



PART 4: SYSTEM INSTALLATION PROCESS

4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the track prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. Material check off. The material will be inventoried with the owner to determine that the right amount of material has been shipped or brought to the job site.
- D. The owner's representative will be contacted daily by the lead technician to give a progress report.
- E. Post-construction meeting. A meeting will be held after the synthetic surface has been installed to ok the surface prior to painting the lines and events. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.
- F. Striping the track. The track may be striped at a later date from the completion of the surface. The striper will review the striping details with the owner, Athletic Director or Track Coach prior to painting of the lines and eve.

4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the synthetic surfacing.
- B. Please refer to PART 2 item 2.2

4.03 CLEANING:



- A. The entire surface areas to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.
- C. Heavily soiled areas may be power washed if deemed necessary.

4.04 CRACK SEALING:

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, B, C and D for clarification of the different crack sealers. Poly based sealants will be used on this project.

4.05 SYNTHETIC SURFACE INSTALLATION:

A. EXECUTION:

- 1) SURFACE INSPECTION: Prior to the application of the synthetic track surface, the asphaltic or concrete base shall be inspected for conformity to planarity requirements. The surface shall not deviate more than 1/8-inch in 10 feet from the specified grade when checked with a 10-foot straightedge. The surface may also be flooded with water to determine if any "bird baths" or low areas exist. Any areas found not to be in conformance with the above requirements shall be repaired by others and allowed to cure prior to the application of the synthetic surface with compatible materials.
- 2) CURING: An asphaltic concrete base shall be allowed to cure a minimum of 14-21 days and a Portland Cement Concrete base shall be allowed to cure a minimum of 28 days and moisture content must be less than 3.0% prior to the commencement of this work.
- 3) CLEANING: The area to be surfaced is to be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of the work.

B. BASE MAT:



- 1) The base mat shall consist of a mixture of hundred percent (100%) polyurethane and SBR or optional EPDM rubber granules. No mineral or clay type fillers allowed.
- 2) The mixing ratio shall be a minimum 20% polyurethane binder as determined by the overall weight of rubber granules per mix.
- 3) Rubber granules shall consist of ambient ground SBR rubber crumb not less than 1mm and not more than 3mm. EPDM rubber may be used.
- 4) Rubber granules should consist of at least 15 pounds of recycled SBR rubber per square yard from an approved source.
- 5) Rubber granule dust and No 200 sieve not to exceed four percent (4%) of the total volume of rubber.
- 6) The binder shall be Polyurethane moisture cure. Please see attached specification sheet for details.
- 7) The base mat material shall be thoroughly mixed in a clean dry mechanical mixer until a homogenous mixture is obtained. No evidence of water may exist during the mixing of the material.
- 8) All containers shall be completely empty to ensure the proper ratio of mixture.
- 9) The mixture shall be at the ratio of not less than twenty percent (20%) binder to eighty percent (80%) granules. These proportions shall be based on total mixture.
- 10) No solvents or emulsified agents shall be used in the building to extend the curing of the mixture.
- 11) The substrate to receive the base mat system shall receive a prime coat of polyurethane Track Binder at the rate of five hundredths (.05) to seven-hundredths (.07) gallons per square yard.
- 12) The base mat shall be applied by mechanical means. The blended materials shall be applied to the substrate using a mechanically operated screed finisher. The screed bar must be electronically heated. No fuel

heaters shall be allowed. All hand rollers shall be electrically heated if used.

13) All joint work shall be troweled flush with the adjacent base mat. Cured joints shall have their edges primed with the base mat-binding agent prior to the application of the adjacent base mat.

14) The pot life of the base mat material mixture shall not be less than sixty (60) minutes from the time of the completed mix. All trowel work shall be done within this time. Any areas that are rough, high, and uneven or open in texture shall be sanded and filed prior to any finish work.

C. PHYSICAL PROPERTIES OF FINISHED SURFACE:

Thickness: 12mm average or as specified by the architect, engineer or owner.

Color: Black, Red, Beige, Green, Blue or as specified by owner.

NOTE: This proposal is for black or red.

Track Binder	Specs	Results
Thickness	ASTM D-2240	12-13mm minimum
Hardness	ASTM D-412	50+-5
Elongation	ASTM D-412	90%
Tensile Strength	ASTM D-412	0.75N/mm2
Compression Set	ASTM D-501	90% - 95% over 24 hour period
Abrasion Resistance	ASTM D-1984	0.25 Grams loss after 1,000 cycles
Coefficient of Friction	ASTM D-2632	Dry 0.7-0.75/Wet 0.6-0.65
Resilience	ASTM D-624	37% to 39%
Tear Resistance	ASTM D-501	50 to 65 psi

4.06 SYNTHETIC SURFACE INSTALLATION:



D. STRUCTURAL SPRAY:

- 15) The polyurethane shall be single component structural spray. Aromatic color to be black or red. Other colors are available.
- 16) Rubber granules shall be EPDM not less than 0.5 mm and no more than 1.5 mm.
- 17) All containers shall be completely empty to ensure the proper ratio of mixture.
- 18) No solvents or emulsified agents shall be used in the building to extend the curing of the mixture.
- 19) The spray will be applied in two coats, in opposite directions to achieve the desired pounds per square yard coverage.

E. PHYSICAL PROPERTIES OF FINISHED SURFACE:

Thickness: 1-3 mm average or as specified by the architect, engineer or owner.

Color: Black, Red, Beige, Green, Blue or as specified by owner.

NOTE: This proposal is for black or red.

Test	Specs	Results
Weight (lbs/gal)	ASTM D 1475	9 + or - 0.5
VOC	ASTM D 3960	0 lbs/gal
Solids by Volume	Calculated	100%
Flash Point	Pansky Martens Closed cup	150° F
Storage Stability	59°F-77°F	6 months
Viscosity	Brookfield	2400 CPS
Tensile Strength (psi)	ASTM 412	1000
Elongation	ASTM 412	100%



4.07 LINES AND EVENT MARKINGS:

- A. The track will be laid out as a 400 meter track
- B. The National Federation of State High Schools Association (NFHS) rules will apply.
- C. All painting will be reviewed with the proper school representative prior to painting.
- D. See attached diagram for events to be marked.
- E. Hurdles will be one direction.
- F. Three sets of numbers.
- G. Extra painting could be subject to a negotiated change order.

4.08 JOB SITE CLEAN-UP:

- A. The job site and all adjacent areas occupied during construction will be left clean.
- B. All job related debris will be cleaned up and disposed of properly off site.
- C. All unused material will be removed from the job site and recycled.

PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of five (5) years from the date of completion of work on any track. There is a five (5) year warranty on Armor Crack Repair. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping or resurfacing of any track or tennis court will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base. In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from October 14, 2025.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

<input type="checkbox"/>	Base Bid #1: Remove Existing System & Haul Off Site ½ in. Poly Base Mat To High Jump Pad/Runways	\$36,400.00
	Thirty-six thousand, four hundred dollars	

<input type="checkbox"/>	Base Bid #2: Remove Existing System & Haul Off Site ½ in. Poly Base Mat To High Jump Pad	\$26,900.00
	Twenty-six thousand, nine hundred dollars	

<input type="checkbox"/>	Base Bid #3: Polyurethane Structural Spray System – BLACK	\$79,200.00
	Seventy-nine thousand, two hundred dollars	

<input type="checkbox"/>	Option #1: Add to Base Bid #3: Remove Existing System & Haul Off Site ½ in. Poly Base Mat To High Jump Pad/Runway	\$29,300.00
	Twenty-nine thousand, three hundred dollars	

Due to current market conditions, all prices are subject to a surcharge before date of install



Payment to be made as follows:

A 40% down payment is due upon acceptance of proposal. Remainder is due the day the job is complete and accepted by the owner. In the event that line/event striping is done at a later date \$4,000 may be withheld and is then due upon completion of striping. Any applicable taxes will be added to the total cost.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

_____ Signature	_____ Signature
_____ Print SDA High School-Syracuse, NE	_____ Print Pro Track and Tennis, Inc.
_____ Date	_____ Date

