Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, October 19, 2026
Conference Room - Wilcox - 6:00 AM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

    2.A. Pledge

3. Consent Agenda

    3.A. Approval of Agenda

    3.B. Approval of minutes of Regular September 21, 2026 Board Meeting, budget meeting, and tax request meeting.

    3.C. Approval of Claims

    3.D. Financial Report

4. Visitors and communication from the public

5. Action Items

5.A. Discuss, consider and take all necessary action to recognize the WHEA as the exclusive negotiating body for the 2028-2029 calendar year

5.B. Discuss, consider and take all necessary action to approve a transfer from the general fund to the nutrition fund in the amount of $318.00 to reimburse the cost of adult meal prices, and $186.30 to reimburse the nutrition fund for the cost of PK milks $127.51 for Kindergarten milk and snacks that are not reimbursable.

5.C. Discuss, consider and take all necessary action to revise and or review board policies 3001, 3007, 3010, 3018, 3042, 3043.

6. Discussion Items

6.A. Discuss preliminary results of the community facility survey.

6.B. Determine a close date for the public facilities survey

7. Administrator Report

7.A. Superintendent Report

7.B. Principal Report

8. Next Board Meeting: 7:00PM on Monday, November 16, 2026

9. Adjourn

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Amazon Capital Services, Inc.	14MX-F9QC-6VMX	One Act Supplies	31.98
Amazon Capital Services, Inc.	16D1-7WFL-NLK1	One Act Supplies	76.58
Amazon Capital Services, Inc.	16GH-FCLJ-G91C	Health/Office	43.05
Amazon Capital Services, Inc.	1CX6-Y7Y1-RWM3	Calculator Replacement Batteries-Math	37.98
Amazon Capital Services, Inc.	1GFP-MXRW--0001	One Act Supplies	110.67
Amazon Capital Services, Inc.	1HK7-PL3N-3LGG	One Act Supplies	25.99
Amazon Capital Services, Inc.	1LJQ-FLJQ-DXWQ	Credit Memo One Act	(40.34)
Amazon Capital Services, Inc.	1N64-H3PJ-3731	One Act Supplies	15.97
Amazon Capital Services, Inc.	1NC7-MGDP-69RW	Hildreth Site Office/Health	79.24
Amazon Capital Services, Inc.	1NTY-DPRG-H9KL	Drum Practice Pads	50.99
Amazon Capital Services, Inc.	1P36-KHTF-9D9M	One Act Credit Memo	(7.99)
Amazon Capital Services, Inc.	1R1F-LFKH-3GQ4	iPad Cases-Reap Grant	490.35
Amazon Capital Services, Inc.	1RDM-KNHT-7DTL	Credit Memo One Act	(19.91)
Amazon Capital Services, Inc.	1VW4-YPNX--0001	Sped Supplies - Elementary	179.94
Amazon Capital Services, Inc.	1Y6D-74KL-73TK	One Act Credit Memo	(7.99)
Total Amazon Capital Services, Inc.			1,066.51
Black Hills Energy	4456237296-0088	613 Nelson Street	230.46
Black Hills Energy	4694971507-0088	102 N Stockton Street	1,460.83
Black Hills Energy	5673345098-0087	208 Stockton Street	52.29
Black Hills Energy	8027394935-0089	404 E Sapp Street	63.42
Total Black Hills Energy			1,807.00
Blick Art Materials	8985150	Kiln Supplies Quote #QRSFDS	119.72
Total Blick Art Materials			119.72
BTS Communications	35947-0001	Remote Support	54.00
Total BTS Communications			54.00
Capital Sanitary Supply Co, Inc.	0108622	Custodial Supplies -	536.01
Capital Sanitary Supply Co, Inc.	0108622A	Trash Can Liners	110.48
Capital Sanitary Supply Co, Inc.	0109558	Purell Hand Soap	552.20
Total Capital Sanitary Supply Co, Inc.			1,198.69
Clearfly	INV861502-0001	Phone Services	132.49
Total Clearfly			132.49
Computer Hardware	170969	Bookkeeper Scanner	399.00
Computer Hardware	171690	Lenovo Thinkpad Laptop	1,262.00
Total Computer Hardware			1,661.00
DAS State Accounting-Central Finance	1538581-0001	Interregional Fees August 2026	321.20
Total DAS State Accounting-Central Finance			321.20
Eakes Office Solutions	9407600-0	Staples - Copy Machine	79.99
Eakes Office Solutions	9408096-0	Storage Boxes - Bookkeeping	337.98
Eakes Office Solutions	9410816-0	Copy Paper- 10 Cases	469.90
Eakes Office Solutions	9416071-0	Hildreth Site Custodial Supplies	147.60
Total Eakes Office Solutions			1,035.47
ESU #11	5077	Tech Support/E-Rate Filing/Overdrive	8,552.75
Total ESU #11			8,552.75

Vendor Name	Invoice Number	Description	Amount
ESU Coordinating Council	PS00000576	NEBPS Membership Fee/PS Annual Renewal	10,223.23
Total ESU Coordinating Council			10,223.23
Franklin Public School	20261110QuizBowlFee	Elementary Quiz Bowl Entry Fee	25.00
Total Franklin Public School			25.00
Fritz's Market	Sept2026Invoices	Sept/Oct Invoices 2026	321.50
Total Fritz's Market			321.50
Go Physical Therapy	WHPS92026	PT/OT Services - September 2026	7,517.13
Total Go Physical Therapy			7,517.13
Great Plains Communications	50365-0079	Wilcox Site Phone Bill	295.53
Total Great Plains Communications			295.53
HD Supply Facilities Maintenance, Ltd.	9253935857	Wall Clock	70.58
Total HD Supply Facilities Maintenance, Ltd.			70.58
Hometown Leasing	1280109810-0002	Copy Machine Lease Payment	894.00
Total Hometown Leasing			894.00
J.W. Pepper & Son, Inc.	368862722	Choir Music	21.00
Total J.W. Pepper & Son, Inc.			21.00
KSB School Law PC LLO	22569	Legal Services/26-27 KSB Rookie Webinar	4,121.50
Total KSB School Law PC LLO			4,121.50
Larsen's Ace Hardware	62122	Playground Equipment Supplies	12.11
Total Larsen's Ace Hardware			12.11
Masters True Value	2609-150327	Mower Supplies	97.74
Total Masters True Value			97.74
Matheson Tri-Gas Inc	0033922167-0001	Oxygen-IA Arts Supplies	150.68
Total Matheson Tri-Gas Inc			150.68
McGraw-Hill School Education LLC	141301021001	Reveal Math Course 3 Vol 1 & Vol 2	174.95
McGraw-Hill School Education LLC	141403806001	Reveal Math Course 3 Teacher Digital Sub	49.65
Total McGraw-Hill School Education LLC			224.60
Minden Courier	1586	BOE Legal Notice Minutes 9/21/26	100.78
Total Minden Courier			100.78
NCS Pearson, Inc	33171081	Interactive Math/Reading Add-On	2.94
Total NCS Pearson, Inc			2.94
NWEA	859719	Map Growth K-12	1,312.50
Total NWEA			1,312.50
Omnify Benefits	1852566	FSA Monthly Fee/Section 125 Plan	350.00

Vendor Name	Invoice Number	Description	Amount
Total Omnify Benefits			350.00
S & W Auto Parts	036351	Bus Supplies	35.94
Total S & W Auto Parts			35.94
Schenk, Darren	20260924PTConfMeal	Parent Teacher Conferences-Meal	416.00
Total Schenk, Darren			416.00
Time Management Systems	377234	Overage for September TMS	6.00
Total Time Management Systems			6.00
Village Of Hildreth	099-0078	613 Nelson Street Utilities	2,220.46
Village Of Hildreth	100-0078	WH Upper Elem. - Bus	8.17
Village Of Hildreth	249A FB Fi-0078	Football Field	230.05
Total Village Of Hildreth			2,458.68
Village Of Wilcox	10600-0082	102 N Stockton	0.00
Village Of Wilcox	15500-0082	105 North Stockton/Greenhouse	0.00
Village Of Wilcox	23000-0082	102 North Stockton-Kitchen	192.50
Village Of Wilcox	23400-0073	Water-102 N. Stockton	153.64
Village Of Wilcox	23700-0082	308 East Sapp Street/Ag Building	268.33
Village Of Wilcox	24300-0082	Wilcox Site Water-South West	0.00
Village Of Wilcox	24400-0082	102 North Stockton-School Office	55.00
Village Of Wilcox	24500-0082	Wilcox Site-South East	148.60
Village Of Wilcox	24700-0082	Wilcox Site-FB Field	0.00
Village Of Wilcox	25600-0082	208 N Stockton Street-Bus Barn	180.80
Total Village Of Wilcox			998.87
VISA	BennettsOct26GF	Salt/IA Supplies	581.13
VISA	HinrichsOct26GF	FCS/PreSchoolReg	110.56
VISA	MuhlbachOct26GF	Fuel-Expedition	82.89
VISA	PattersonOct26GF	Superintendent/AD Meeting Meal	50.62
VISA	WHSOct26GF	One Act/FCS/Tech	566.74
Total VISA			1,391.94
Wilcox-Hildreth Clearing Acct	20261013ReimbtoGFCle	Library Conference Reg Fee	50.00
Total Wilcox-Hildreth Clearing Acct			50.00
Wilcox-Hildreth Lunch Account	20260930Su-0001	Aug & Sept26 Lunch Supervisor Meal Reimb	475.95
Wilcox-Hildreth Lunch Account	20261006PR-0001	Sept 26 Milk & Snacks	186.30
Wilcox-Hildreth Lunch Account	Sept26Kind-0001	Sept 26 Kindergarten Snacks/Milk Reimb.	127.51
Total Wilcox-Hildreth Lunch Account			789.76
Woodward's Disposal Service	NO9353-196-0001	Destruction Services-Shredding of Docs	55.00
Total Woodward's Disposal Service			55.00
Yanda's Music And Pro Audio	828758	Sousaphone Should Pad	31.00
Yanda's Music And Pro Audio	828872	Saxophone Mouthpiece	38.00
Yanda's Music And Pro Audio	831441	Bi-Tone Mallets	18.00
Yanda's Music And Pro Audio	831755	Repair on Audio System	205.47
Yanda's Music And Pro Audio	833569	Band Instrument Supplies	161.00
Total Yanda's Music And Pro Audio			453.47

Vendor Name	Invoice Number	Description	Amount
Fund Number 01			48,345.31
Checking Account ID 1			48,345.31

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Amazon Capital Services, Inc.	1WR1-3HMC-C7Y1	Water Cooler for Lunch Room	49.99
Total Amazon Capital Services, Inc.			49.99
Cash-Wa Distributing Co	15227402	Wilcox Site Food & Supplies	632.27
Cash-Wa Distributing Co	15227621	Hildreth Site	210.20
Cash-Wa Distributing Co	15235032	Hildreth Site Food & Supplies	842.61
Cash-Wa Distributing Co	15235535	Wilcox Site Food	1,029.90
Cash-Wa Distributing Co	15243955	Hildreth Site Food	255.62
Cash-Wa Distributing Co	15244287	Wilcox Site Food & Supplies	368.17
Cash-Wa Distributing Co	15251668	Hildreth Site Food	142.63
Cash-Wa Distributing Co	15251750	Wilcox Site Food & Supplies	795.26
Cash-Wa Distributing Co	C15247133	Wilcox & Hildreth Site Food & Supplies	359.13
Cash-Wa Distributing Co	CM4087870	Credit Memo - Wilcox Site - Carrots	(27.40)
Cash-Wa Distributing Co	CM4088540	Credit Memo-Milk-Wilcox Site	(44.58)
Cash-Wa Distributing Co	CM4094380	Credit Memo - Celery - Wilcox Site	(31.14)
Cash-Wa Distributing Co	CM4094904	Credit Memo-Milk-Wilcox Site	(39.96)
Cash-Wa Distributing Co	CM409861	Milk Credit Memo	(0.83)
Cash-Wa Distributing Co	P15231051	Wilcox & Hildreth Sites Food	174.72
Total Cash-Wa Distributing Co			4,666.60
Fritz's Market	Sept2026InvoicesLF	September 2026 LF Food Supplies-Wilcox	34.27
Total Fritz's Market			34.27
PD Commercial Appliance Repair	416-1	Hildreth Site-Milk Cooler Repair	235.00
Total PD Commercial Appliance Repair			235.00
Presto-X Company	103293254	Monthly Pest Control - Hildreth Site	121.26
Total Presto-X Company			121.26
Sysco Lincoln	16195642P	Credit on Food - Wilcox Site Damaged	(66.99)
Sysco Lincoln	761143510	Wilcox Site Food & Supplies	1,559.70
Sysco Lincoln	761143512	Hildreth Site Food & Supplies	483.38
Sysco Lincoln	761144628	Wilcox Site Supplies	49.23
Sysco Lincoln	761146728	Credit on Wilcox Site Food	(34.23)
Sysco Lincoln	761156187	Wilcox Site Food & Supplies	1,518.62
Sysco Lincoln	761156188	Hildreth Site Food	704.11
Sysco Lincoln	761168419	Wilcox Site Food & Supplies	1,265.17
Sysco Lincoln	761168421	Hildreth Site Food	710.04
Sysco Lincoln	761173878	Credit of Food-Hildreth Site	(24.96)
Sysco Lincoln	761180877	Wilcox Site Food & Supplies	827.99
Sysco Lincoln	761180879	Hildreth Site Food	346.29
Sysco Lincoln	761193426	Wilcox Site Food	2,155.19
Sysco Lincoln	761193428	Hildreth Site Food & Supplies	658.04
Total Sysco Lincoln			10,151.58
Fund Number 06			15,258.70
Checking Account ID 6			15,258.70

Monthly Category Expenses:																
		Bdgt 26-27	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
1100's	Instruction	**$2,860,200**	$202,194	$183,693											$385,887	$2,474,313
1200's	SPED	**$637,800**	$39,796	$46,296											$86,092	$551,708
1300's	Summer School	**$7,000**													$0	$7,000
2100's	Sup Ser Pupils	**$391,800**	$11,270	$18,724											$29,994	$361,806
2200's	Sup Ser Staff	**$285,200**	$17,998	$26,346											$44,343	$240,857
2310's	General Admin	**$304,800**	$21,021	$23,150											$44,172	$260,628
																$0
2400's	Principal	**$518,000**	$37,385	$37,711											$75,096	$442,904
2500's	Super/Business	**$240,600**	$17,646	$19,426											$37,072	$203,528
2600's	Main & Oper	**$921,000**	$50,855	$37,982											$88,837	$832,163
2700's	Reg Trans	**$613,000**	$18,421	$22,310											$40,731	$572,269
2712's	SPED Trans															$0
3000's	Community	**$73,100**	$5,821	$301											$6,122	$66,978
3500's	HAL/State Categorical	**$10,000**	$326												$326	$9,674
4000's	Architecture/Engin	**$140,000**													$0	$140,000
6000's	Federal	**$128,900**	$4,815	$9,774											$14,589	$114,311
5000's	Debt Services														$0	
8000's	Transfers	**$176,783**													$0	$176,783
9000's	Non-Program		$90,000												$90,000	
Total		**$7,308,183**	$517,547	$425,713	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$943,260	$6,454,923
Total Monthly Expenses:																
General		**$6,384,483**	$472,936	$369,643	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$842,579	$5,541,904
SPED		**$637,800**	$39,796	$46,296	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$86,092	$551,708
Federal		**$128,900**	$4,815	$9,774											$14,589	$114,311
Total		**$7,151,183**	$517,547	$425,713	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$943,260	$6,207,923
Total Yearly Expenses:																
General		**$6,207,700**	$472,936	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$842,579	$5,365,121
SPED		**$637,800**	$39,796	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$86,092	$551,708
Federal		**$128,900**	$4,815	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$14,589	$114,311
Total		**$6,974,400**	$517,547	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$943,260	$6,031,140
Total Unencumbered:																
General		**$6,384,483**	$5,911,547	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904	$5,541,904		
SPED		**$637,800**	$598,005	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708	$551,708		
Federal		**$128,900**	$124,085	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311	$114,311		
Total		**$7,151,183**	$6,633,636	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923	$6,207,923		
Gen Budget Avg Spend Down			$5,852,656	$5,320,190	$4,788,362	$4,255,896	$3,724,069	$3,192,242	$2,660,414	$2,127,948	$1,596,121	$1,064,293	$531,827	$0		
Total Budget Avg Spend Down			$6,699,411	$6,089,909	$5,481,137	$4,871,635	$4,262,863	$3,654,092	$3,045,320	$2,435,817	$1,827,046	$1,218,274	$608,772	$0		

GENERAL FUND

	9/30/2026
Taxes Levied/County Receipts-1100	$549,065.25
Public Power Dist Sales Tax/In-Lieu-1120	$218.59
Motor Vehicle Taxes-1125	$9,463.47
Interest Earned-1140/1510	$4,397.15
Other County Sources-1190	
Local License Fees-1911	$371.19
Misc Receipts-1990	
County Fines & Licenses-2110	$818.20
ESU11 Receipts-2210	
State Aid-3110	$36,278.00
Special Education SA-3120	
Homestead Exemption-3130	
Property Tax Credit-3131	
Nameplate Capacity Tax-3133	
Pers. Prop Tax Credit-3134	
State Reimbursement-Nutrition-3150	
Pro Rate Motor Vehicles-3180	
State Apportionment-3400	
High Ability Learners-3535	
Career Education-3551	
Other State Receipts-CLSD	1839.56
Reap Grant-4310	
Title I, Part A-4505	
Title II, Part A-4509	
IDEA Base (619)-4516	
IDEA Base (611)-4518	
U.S. Fish & Wildlife-4524	
Medicaid Admin Activities-4709	
Title IV, Part A-4969	
Proceeds from Sale of Property-5300	
Non-Program Receipts-9000	$3,192.14
Inter-Fund Loan (SP. Building)-9003	
Misc Receipts-Reimb to Expense Accts.	
TOTAL RECEIPTS	**$605,643.55**

Instructional Services-1100	$202,193.96
SPED Service-1200	$39,795.50
Summer School-1300	
Student Support Service-2100	$11,270.49
Support Services - Staff 2200	$17,997.64
Executive Admin/Superin-2300	$21,021.44
Principal-2400	$37,384.71
Business-2500	$17,645.76
Operation-Maintenance-2600	$50,854.45
Regular Transportation-2700	$18,421.39
Community Service -3300	$5,820.93
Grants 3400/3500	$325.65
Architech & Engineering-4300	
Building Improvements-4700	
Debt Services-5000	
Federal Funds/Title 1-6200	$4,814.79
IDEA - 6400	
Fed Voc (Perkins) - 6700	
Emerg. Relief-ESSER-6900	
Transfers-8000	$90,000.00
TOTAL EXPENDITURES:	**$517,546.71**

ACCOUNT BALANCES: **9/30/2026**

Depreciation	$1,651,931.90
General	$2,022,335.89
Lunch	$87,790.91
ADA	$722,428.15
Employee Benefit	$6,506.27
HS Activity	$574,772.08
Gen Fund Clearing	$5,378.26
Student Fee	$10,353.33
URM Fund	$20,482.73
Falcon Team Account	
Special Building Fund	$1,039,036.74
Total Funds	**$6,141,016.26**

Account Balance as of: **September 30, 2026**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$0.00
Transportation	$314,577.48
Building	$603,334.93
Track	$515,000.00
Interest	$34,963.29
Computer Hardware	$184,056.20
Total:	**$1,651,931.90**
New CD - 6 Month	**$342,302.21**

Combined 8 Smalls CD's + $250,000.00 from Depr. Fund

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of September 30, 2026	$2,039,228.25
Outstanding Checks:	$16,892.36
Ending Balance:	**$2,022,335.89**

Report Date 10/1/2026

GENERAL FUND		**ACCOUNT BALANCES:**	**30-Sep-25**
	9/30/25	Depreciation	$1,053,410.24
County Receipts	$523,061.36	General	$2,023,039.00
Motor Vehicle Taxes	$10,887.81	Lunch	$105,481.84
Local License Fees		ADA	$476,440.47
Interest Earned	$5,042.79	Employee Benefit	$6,496.52
Other Local Receipts		HS Activity	$558,624.70
County Fines & Licenses	$741.75	Gen Fund Clearing	$5,370.26
Homestead Exemption		Student Fee	$16,306.00
Nameplate Capacity Tax		URM Fund	$18,098.03
Other County Sources		Falcon Team Account	
High Ability Learners		Special Building Fund	$1,108,762.21
State Aid	$38,517.00	**Total Funds**	**$5,372,029.27**
SPED Programs			
State Apportionment			
Pers. Prop Tax Credit			
Property Tax Relief			
Pro Rata Motor Vehicles		**Account Balance as of:**	**September 30, 2025**
In Lieu of Taxes	$442.69	**DEPRECIATION FUND BREAKDOWN:**	
Medicaid	$245.77	Charter Reimb	$0.00
Title I		Transportation	$405,627.48
Title IIA		Building	$316,422.90
Title IV		Track	$200,000.00
IDEA Base (611)		Interest	$7,123.66
IDEA Base (619)		Computer Hardware	$124,236.20
Misc Receipts	$2,650.00	**Total:**	**$1,053,410.24**
Grant-C4K/Swimming Pool			
High Ability Learners			
Perkins Grant			
U.S. Fish & Wildlife	$1,259.88	**New CD - 6 Month**	**$335,048.77**
Lunch Tax/Retire	$2,066.27	**Combined 8 Smalls CD's + $250,000.00 from Depr. Fund**	
Federal Grant (CTE-Career Ed)	$7,500.00		
TOTAL RECEIPTS	**$592,415.32**		
Instructional Services-1100	$172,993.85		
SPED Service-1200	$33,673.77		
Summer School-1300			
Student Support Service-2100	$12,846.43		
Support Services - Staff 2200	$19,416.69		
Executive Admin/Superin-2300	$19,218.46		
Principal-2400	$34,534.19	**GENERAL FUND BANK RECONCILIATION:**	
Business-2500	$21,915.88		
Operation-Maintenance-2600	$70,509.03	Bank Balance as of September 30, 202	$2,023,846.76
Regular Transportation-2700	$17,233.26	Outstanding Checks:	$807.76
Community Service -3300	$1,045.50	**Ending Balance:**	**$2,023,039.00**
Grants 3400/3500	$251.32		
Architech & Engineering-4300			
Federal Funds/Title I-6200	$6,689.82		
Building Improvement/4700			
Debt Serivices-5000			
IDEA - 6400			
Fed Voc (Perkins) - 6700			
Emerg. Relief-ESSER-6900			
Transfers-8000			
TOTAL EXPENDITURES:	**$410,328.20**		

Report Date 10/1/2025

September 30th, 2026

Wilcox-Hildreth Board of Education:

The Wilcox-Hildreth Education Association (WHEA) requests that the Board of Education recognize the WHEA as the exclusive negotiating body for non-supervisory certificated employees for the 2028-2029 calendar year at Wilcox-Hildreth Public Schools.

Thank you,

Brandy Lunsford
WHEA Head Negotiator

3043
Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

I. **Definitions.** For purposes of this policy:

A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.

B. **Board** means the District's Board of Education.

C. **Department** means the Nebraska Department of Education.

D. **Design-Build Contract** (D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.

E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.

F. **District** means Wilcox-Hildreth Public Schools.

G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.

H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.

I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a proposal. Performance requirements include the following, if required by the 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 project.

K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.

L. **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 project;

M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;

N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.

1. **Project Cost $896,000 and Below.** For a project whose basic construction cost is estimated by the District to be $896,000 or less, the District will use the following procedures for identifying the most qualified PCD:

a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.

c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.

2. **Project Cost in Excess of $896,000.** For a project whose basic construction cost is estimated by the District to exceed $896,000, the District will use the following procedures for identifying the most qualified PCD:

   a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

      i. A general description of the project;

      ii. How interested firms can apply for consideration by the District; and

      iii. The date by which individuals or firms must submit their statements of qualifications; and

      iv. A statement that any individual or firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.

   b. To apply to be the District's PCD, applicants must submit a current statement of qualifications to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.

   c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an

applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it in accordance with its terms.

d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.

e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.

B. **Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

1. **Prohibition Against Contingent Fees.** The contract between the District and the PCD must contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee

working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

C. **Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

D. **Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

E. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

F. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as PCD.

G. The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

IV. **Pre-Qualifying Design-Builders**

A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request shall:

1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest.

2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and

3. Be sent by first-class mail to any Design-Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the Design-Builder could perform it in accordance with its terms.

V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

A. The identity of the District for which the project will be built and the District that will execute the design-build contract;

B. A copy of this Design-Build Contact Policy and all other policies related to the D-B Contract;

C. The proposed terms and conditions of the D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The

proposed terms and conditions 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;

D. A project statement which contains information about the scope and nature of the project;

E. Project Performance Criteria;

F. Budget parameters for the project;

G. Any bonds and insurance required by law or as may be additionally required by the District;

H. The criteria for evaluation of Proposals and the relative weight of each criterion;

I. A requirement that the Design-Builder provide 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;

J. A requirement that the Design-Builder agree to the following conditions:

1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

2. At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

3. 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 Board;

4. 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 NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and

5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening proposals, the District shall cause a Notice of RFP to be:

A. Published in a newspaper of general circulation within the District;

B. Filed with the Department; and

C. Sent directly to the prequalified Design-Builders only.

VII. **Preparing and Submitting Proposals**

A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.

B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.

C. Proposals may be withdrawn at any time prior to acceptance.

D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

VIII. **Evaluating Proposals**

A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e

B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:

1. One or more members of the Board;
2. One or more members of the District's administration or staff;
3. The PCD;
4. Any person having special expertise relevant to selection of a Design-Builder or construction manager under the Act; and
5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

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 District or the PCD.

C. The District shall refer the Proposals for recommendation to the selection committee.

D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (1) through (7) 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:

1. The financial resources of the design-builder to complete the project **(up to ten percent)**;
2. The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
4. The quality of performance on previous projects **(up to thirty percent)**;
5. The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
6. The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
7. Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

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F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

IX. Negotiating a Design-Build Contract

A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build contract after negotiations.

B. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor

C. If the District is unable to negotiate a satisfactory D-B Contract with the highest ranked Design-Builder, the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a D-B Contract after negotiations.

D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.

E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.

F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department 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.

X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts

A. **Definitions**. For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:

1. **Interested party** shall mean an actual or prospective Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective Design-Builder.

2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and award.

B. **Right to Protest**. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;

2. Appropriate identification of the relevant solicitation, and if a Proposal has been opened, its number, and date of opening;

3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. **Authority to Resolve Protests**. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. **Board Appeal Procedures**. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The Board shall consider the Decision of the

Superintendent and shall make the final decision on the protest. The Board's decision shall be final.

XI. **Refinements and Changes**. A D-B Contract may be conditioned upon later refinements in scope and price and may permit the District in agreement with the Design-Builder to make changes in the project without invalidating the D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria**. Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. **Projects Excluded**. The District shall not use a Design-Build Contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: July 16, 2018
Revised on: June 16, 2025
Reviewed on: _____

3042
Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract 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 development 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;

2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;

3. 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 project pursuant to the act;

4. Request for proposals means the documentation by which a school district solicits proposals; and

5. School district means _____ Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for

proposals shall include the following:

A. At least thirty 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 contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;

2. Policies adopted by the school district pursuant to the Act;

3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions 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;

4. Any bonds and insurance required by law or as may be additionally required by the school district;

5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;

6. The criteria for evaluation of proposals and the relative weight of each criterion; and

7. A description of any other information which the school district chooses to require.

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

   A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any 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. 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 or the school's architect or engineer.

   B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) 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:

      (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;

      (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

      (3) The character, integrity, reputation, judgment,

experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up to thirty percent)**;

(5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;

(6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and

(7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

C. The school district shall then 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.

4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:

A. The school district may 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.

B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

C. If the school district is unable to negotiate a satisfactory 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.

D. If the school district is unable to negotiate a satisfactory 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.

E. If the school district is unable to negotiate a satisfactory 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 construction management at risk process under the act.

F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

A. Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after

public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

(3) A detailed statement of reasons for the protest;

(4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and

(5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any

solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the
Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. 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.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: July 16, 2018
Revised on: July 19, 2021
Reviewed on: _____

3018
Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: July 16, 2018
Revised on: _____
Reviewed on: _____

3010
Insurance

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: July 16, 2018
Revised on: _____
Reviewed on: _____

3007
Review of Bills

The president of the board of education shall appoint a board member or committee of the board to meet with the superintendent of schools each month to review all bills that are to be presented to the board for payment. The board member or committee shall report its recommendations to the board.

Adopted on: July 16, 2018
Revised on: _____
Reviewed on: _____

3001
Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

> For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: https://nep.education.ne.gov/

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: July 16, 2018
Revised on: July 17, 2023
Reviewed on: _____

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

October 19, 2026
To: Wilcox-Hildreth Board of Education
From: Justin Patterson, Superintendent

Superintendent's Report:

A. FINANCES

- 12.9% of the budget is spent compared to
  i. October 2025- 12.12%
  ii. October 2024- 11.92%
  iii. October 2023- 11.87%
  iv. October 2022- 11.50%
  v. October 2021- 11.45%
  vi. October 2020- 17.86%
  vii. October 2019- 14.12%
  viii. October 2018- 12.14%
  ix. October 2017- 12.14%,
  x. October 2016- 12.6%
  xi. (16.6% of the year complete).
- GF cash balance at the end of September was $2,022,335.89 compared to:
  i. October 2025- $2,023,039.00
  ii. October 2024- $2,079,038.38
  iii. October 2023- $1,672,315.37
  iv. October 2022- $1,437,968.17
  v. October 2021-$1,345,141.89
  vi. October 2020- $1,205,025.81
  vii. October 2019- $2,449,557.88
  viii. October 2018- $2,889,290.75
- September County Receipts were up $26,003.89 compared to last year.
- Through October we have spent $943,259.94 compared to
  i. October 2025- $844,409.81
  ii. October 2024- $820,110.13
  iii. October 2023- $808,174.10
  iv. October 2022- $759,984.63
  v. October 2021- $738,984.68
  vi. October 2020- $1,043,810.68
  vii. October 2019- $794,949.32
  viii. October 2018- $681,754
  ix. October 2017- $654,994
  x. October 2016- $708,030
  xi. October 2015- $731,645

- Payroll this month is $377,272.85 compared to $355,091.88 this month a year ago. Payroll will account for approximately $4.5 million this fiscal year.
- We are on track to spend approximately $6.9 million this fiscal year after year end transfers.
- The school audit was completed during September, we have not received our booklets back as of Friday.

B. The Fall NASB conference is November
- Dinner Reservations?