Schuyler Community Schools
Board of Education Regular Meeting
Monday, April 15, 2024 6:30 PM
Schuyler Community Schools Board Room
120 West 20th Street
Schuyler, NE 68661

Posting Locations:
Schuyler Sun
District Office Building Front Door
Schuyler Post Office
Colfax County Courthouse
Posted Date:4/11/2024
Attendance Taken at 6:31 PM.

| | |
|---|---|
| Richard Brabec: | Present |
| Amanda Jedlicka: | Present |
| Chuck Misek: | Present |
| Dr Renee Sayer: | Present |
| Virginia Semerad: | Present |
| Brian Vavricek: | Present |

Present: 6.

I. Opening the Meeting
II. Call to Order
III. District Mission Statement
**STRIVE - COMMIT - SUCCEED - District Mission Statement**

**Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

IV. Nebraska Open Meetings Law
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

**Nebraska Open Meetings Act:**
http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

V. Publication of Meeting

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 04/11/2024

VI. Board Member Roll Call

VII. Pledge of Allegiance

VIII. Approval of Agenda

IX. Consent Agenda

Discuss, Consider and Take Action on the consent agenda. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

IX.A. Minutes of the (date) meeting of the board

IX.B. Financial Report

IX.C. New Hire Recommendations: Julie Cunningham SMS PE
Matthew Grady SCHS English
Joshua McPhillips SCHS AD/Assistant Principal
Emily Neujahr SMS PE
Teri Ruybalid SMS Principal
Annalisse Stover SES Teacher
Lisa Lubken SMS/SCHS SPED
Taylor Wilke SES Teacher

X. Public Comment

XI. Discussion/Information Items

XI.A. Dr. Gibbons and the district science team will present on the progress and plans for this year's adoption.

XI.B. We have reviewed three proposals for Guaranteed Energy Performance Contractors.

1. Johnson Controls
2. Trane
3. Willdan Performance Engineering

Mr. Mundil and I are recommending Willdan Performance Engineering based on their experience and success in this area.

XI.C. Proposal to contract with Forward CPA as our auditor for the upcoming year.

XI.D. Roof Project for Schuyler High School. This project would replace the majority of the high school roof. Sections that are not being replaced have

been updated previously or are ballast roofs above the gym and auditorium. This project will cost $800,000 and be paid for using ESSER III funds.

XI.E. Technology Order for 2024 - 2025

Jeff Droge and his technology team have reviewed our technology needs for the coming year and their proposal is attached.

Total cost = $294,000

XII. Action Items

XII.A. Approve Wildan Performance Engineering to develop and submit the Renew America Schools Grant that would address energy needs and facility upgrades. If approved the district will match 5% of the grant.

Motion to Approve Wildan Performance Engineering to develop and submit the Renew America Schools Grant that would address energy needs and facility upgrades. If approved the district will match 5% of the grant. This motion, made by Dr Renee Sayer and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.B. Approve Forward CPA as our auditor for the upcoming year.

Motion to Approve Forward CPA as our auditor for the upcoming year. This motion, made by Amanda Jedlicka and seconded by Brian Vavricek, Passed.
Chuck Misek: Nay, Virginia Semerad: Nay, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 2

Motion to table this motion until we find out if mileage is charged to the district. This motion, made by Chuck Misek and seconded by Virginia Semerad, Failed.
Richard Brabec: Nay, Amanda Jedlicka: Nay, Dr Renee Sayer: Nay, Brian Vavricek: Nay, Chuck Misek: Yea, Virginia Semerad: Yea
Yea: 2, Nay: 4

XII.B.1. Move that we amend the main motion by adding approval contingent on fees means, as they are stated with no additional mileage fees.

Motion to move that we amend the main motion by adding approval contingent on fees means, as they are stated with no additional mileage fees. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr

Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.C. Approve the roof project for Schuyler High School with a total cost of $800,000.

Motion to Approve the roof project for Schuyler High School with a total cost of $800,000. This motion, made by Brian Vavricek and seconded by Amanda Jedlicka, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XII.D. Approve the 2024-2025 technology order at a total cost of $294,000.

Motion to Approve the 2024-2025 technology order at a total cost of $294,000. This motion, made by Virginia Semerad and seconded by Chuck Misek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIII. Information Items: Reports

XIII.A. Bela Jedlicka will present on behalf of the student council.

XIII.B. Building/District Administrators

XIII.B.1. Building Principals and Directors will present current openings and ongoing efforts to hire.

XIII.B.2. Dr. Gibbons will update the board on current and future curriculum adoptions.

XIII.C. Superintendent

XIII.C.1. Update the board on efforts to increase daycare services and availability and the district role in this partnership.

XIII.D. Board Committee Reports

This committee is responsible for reviewing curriculum recommendations, textbook selection, requisitions/inventory, and instructional programs.

XIII.D.1. April 3rd @ 5:00 - Budget, Finance, and Negotiations (Rich Brabec, Chuck Misek, and Amanda Jedlicka)

April 15th @ 6:00 - American Civics, Curriculum, Assessment and Instruction (Rich Brabec, Amanda Jedlicka, and Renee Sayer) **- this committee meeting was advertised and open to the public.**

XIII.E. Schuyler Community Schools Foundation Report

XIII.E.1. Foundation meeting was held on April 8th @ 12:00 in the district office.

XIV. Closed Session

XIV.A. *Discuss, consider and take any necessary action related to results of personnel inquiry.*

Motion to go into Closed Session to Discuss, consider and take any necessary action related to results of personnel inquiry at 8:03 pm. This motion, made

by Amanda Jedlicka and seconded by Brian Vavricek, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XIV.B. Come out of the Closed Session.

Motion to come out of the Closed Session at 9:16 pm. This motion, made by Virginia Semerad and seconded by Dr Renee Sayer, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

XV. Adjourn

To view this meeting go to:
https://zoom.us/rec/share/Qx62zSMRri-vFZOJQcZDFprOj9ceayROm0biIzVTlr8xtR95Bz1O1u6Ci6SVGPww.LwGc9jmFRnCWVuJH

Adjourn at 9:16 pm. This motion, made by Dr Renee Sayer and seconded by Virginia Semerad, Passed.
Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 6, Nay: 0

## *NEBRASKA OPEN MEETINGS ACT*

**84-1407. Act, how cited.**

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**Source:** Laws 2004, LB 821, § 34.

**84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**Source:** Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.
**Annotations**

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. McQuinn v. Douglas Cty. Sch. Dist. No. 66, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. Marks v. Judicial Nominating Comm., 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. Grein v. Board of Education of Fremont, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**Source:** Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

**Operative Date: July 21, 2022**

**Annotations**

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. Nixon v. Madison Co. Ag. Soc'y, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of

having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).

- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- As an administrative agency of the county, a county board of equalization is a public body. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. State ex rel. Newman v. Columbus Township Bd., 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. Johnson v. Nebraska Environmental Control Council, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

**Annotations**

- There is no absolute discovery privilege for communications that occur during a closed session. State ex rel. Upper Republican NRD v. District Judges, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. Grein v. Board of Education, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. Simonds v. Board of Examiners, 213 Neb. 259, 329 N.W.2d 92 (1983).
- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate

should be made should take place in an open meeting. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).

- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. Meyer v. Board of Regents, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13.
**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.
**Note:** Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

**Cross References**

- **Intergovernmental Risk Management Act,** see section 44-4301.
- **Interlocal Cooperation Act,** see section 13-801.
- **Joint Public Agency Act,** see section 13-2501.

- **Municipal Cooperative Financing Act,** see section 18-2401.

**Annotations**

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13.

**Annotations**

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. Stoetzel & Sons v. City of Hastings, 265 Neb. 637, 658 N.W.2d 636 (2003).

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs

earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.
**Effective Date: July 21, 2022**
**Annotations**

- If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. Hauser v. Nebraska Police Stds. Adv. Council, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. State ex rel. Schuler v. Dunbar, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943,

and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).

- There is no requirement that a public body make a record of where notice was published or posted. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

**Annotations**

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. Schauer v. Grooms, 280 Neb. 426, 786 N.W.2d 909 (2010).

- Any citizen of the state may commence an action to declare a public body's action void. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. County of York v. Johnson, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. Tracy Corp. II v. Nebraska Pub. Serv. Comm., 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. Box Butte County v. State Board of Equalization and Assessment, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. Witt v. School District No. 70, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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Source: http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414

Date: July 2022

Schuyler Community Schools
Board of Education Regular Meeting
Monday, April 15, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

I. Opening the Meeting

II. Call to Order

III. District Mission Statement

IV. Nebraska Open Meetings Law

V. Publication of Meeting

VI. Board Member Roll Call

VII. Pledge of Allegiance

VIII. Approval of Agenda

IX. Consent Agenda

IX.A. Minutes of the (date) meeting of the board

IX.B. Financial Report

IX.C. New Hire Recommendations:
Julie Cunningham SMS PE
Matthew Grady SCHS English
Joshua McPhillips SCHS AD/Assistant Principal
Emily Neujahr SMS PE
Teri Ruybalid SMS Principal
Annalisse Stover SES Teacher
Lisa Lubken SMS/SCHS SPED
Taylor Wilke SES Teacher

X. Public Comment

XI. Discussion/Information Items

XI.A. Dr. Gibbons and the district science team will present on the progress and plans for this year's adoption.

XI.B. We have reviewed three proposals for Guaranteed Energy Performance Contractors.

1. Johnson Controls
2. Trane

3. Wildan Performance Engineering

Mr. Mundil and I are recommending Wildan Performance Engineering based on their experience and success in this area.

XI.C. Proposal to contract with Forward CPA as our auditor for the upcoming year.

XI.D. Roof Project for Schuyler High School. This project would replace the majority of the high school roof. Sections that are not being replaced have been updated previously or are ballast roofs above the gym and auditorium. This project will cost $800,000 and be paid for using ESSER III funds.

XI.E. Technology Order for 2024 - 2025

Jeff Droge and his technology team have reviewed our technology needs for the coming year and their proposal is attached.

Total cost = $294,000

XII. Action Items

XII.A. Approve Wildan Performance Engineering to develop and submit the Renew America Schools Grant that would address energy needs and facility upgrades. If approved the district will match 5% of the grant.

XII.B. Approve Forward CPA as our auditor for the upcoming year.

XII.C. Approve the roof project for Schuyler High School with a total cost of $800,000.

XII.D. Approve the 2024-2025 technology order at a total cost of $294,000.

XIII. Information Items: Reports

XIII.A. Bela Jedlicka will present on behalf of the student council.

XIII.B. Building/District Administrators

XIII.B.1. Building Principals and Directors will present current openings and ongoing efforts to hire.

XIII.B.2. Dr. Gibbons will update the board on current and future curriculum adoptions.

XIII.C. Superintendent

XIII.C.1. Update the board on efforts to increase daycare services and availability and the district role in this partnership.

XIII.D. Board Committee Reports

XIII.D.1. April 3rd @ 5:00 - Budget, Finance, and Negotiations (Rich Brabec, Chuck Misek, and Amanda Jedlicka)

April 15th @ 6:00 - American Civics, Curriculum, Assessment and Instruction (Rich Brabec,

Amanda Jedlicka, and Renee Sayer) **- this committee meeting was advertised and open to the public.**

XIII.E. Schuyler Community Schools Foundation Report

XIII.E.1. Foundation meeting was held on April 8th @ 12:00 in the district office.

XIV. Closed Session

XIV.A. *Discuss, consider and take any necessary action related to results of personnel inquiry.*

XV. Adjourn

Prepared by: Shelley Friesz, Secretary to the Board

Schuyler Community Schools
Board of Education Regular Meeting
Monday, March 11, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 3/07/2024
Attendance Taken at 6:32 PM.

| | |
|---|---|
| Chuck Misek: | Absent |
| Richard Brabec: | Present |
| Amanda Jedlicka: | Present |
| Dr Renee Sayer: | Present |
| Virginia Semerad: | Present |
| Brian Vavricek: | Present |

Present: 5, Absent: 1.

I. Opening the Meeting
Action Item

II. Call to Order
Action Item

III. District Mission Statement
Action Item
**STRIVE - COMMIT - SUCCEED - District Mission Statement**

**Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

III.A. Pledge of Allegiance

Action Item

IV. Nebraska Open Meetings Law
Action Item
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

**Nebraska Open Meetings Act:**
http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

V. Publication of Meeting
Action Item
Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date: 3/07/2024

VI. Board Member Roll Call
Action Item

VII. Approval of Agenda
Action Item

VIII. Consent Agenda
Action Item
Discuss, Consider and Take Action on the consent agenda

Make a motion to approve the consent agenda. This motion, made by Brian Vavricek and seconded by Amanda Jedlicka, Passed.
Chuck Misek: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

VIII.A. Minutes of the meeting of the board
Action Item

VIII.B. Financial Report
Action Item

## VIII.C. New Hire Recommendations:

Mary Cinfel District Business Manager
Rommell Miranda Lopez SCHS EL
Shana Schrier SCHS SPED
Lillian Thompson SES Teacher
Tessia Keller SES Teacher
Abbie Pieke SCHS CTE
Lowgaen Schmidt SMS Band
Bernadette Bowling SMS Math
Kylahn Freiberg SMS SPED
Lily Shafer SCHS Math
Kaitlyn Brandl SES Teacher

Action Item

## VIII.D. Resignations and Retirements:

Early Retirements
Jeff Duranski SCHS IT 28 total years 26 with SCS
Paula Kment SMS Counselor 34 total years all with SCS
Bill Policky SMS Social Studies 32 total years 25 with SCS
Rhonda Sellentin Dual Language Teacher 29 total years 25 with SCS
Dana Schultz SMS ELA 32 total years 12 with SCS

Retirements
Lori Schultz SMS Social Studies 38 total years and 4 with SCS
Jeff Droge District IT Director 40 years total with 34 with SCS

Resignations
Lorenzo Cavanaugh SCHS APEX
Morgan Cavanaugh Rural schools Counselor
Jennifer Hanna SMS Science
Erik Kravig SCHS Science
Truman Lauck SMS Math
Joey Lefdal SCHS Principal
Kara Roach SCHS EL Newcomers
Bobbie Jo Rocheford SMS ELA
Serena Sanchez SES Teacher
Donald Seehusen SCHS Industrial Tech
Ann Sobota SES Teacher
Emily Steinhoff SMS Instructional Coach
TreMesha Thomas Preschool Teacher
Allison Wooden SES Teacher
Jennifer Novak SES SPED
Demaris Dietz SMS ELA
Ann Scott SCHS Math
Travis Steinhoff SCHS Athletic Director/Asst. Principal
Paul Niedbalski SCHS Band

Action Item

IX. Public Comment
Action Item

IX.A. Recognition of visitors and guests
Action Item

X. Discussion/Information Items
Action Item

X.A. Amend the 2023-2024 contract for Jeff Droge to end on July 31, 2024.
Action Item
Rich Brabec
Amending Mr. Droge's contract would allow him to retire at the time that was intended. Mr. Droge will have completed his obligation to the district in full by the end of July.

X.B. Update to the plan for renovating the high school HVAC and roof.
Action Item
Dr. Bret Schroder

X.C. Administrative Salaries for the 2024-2025 School Year

Proposed:

1. **Administration (4.5% increase in total package)**
    1. **2023-2024 $1,529,962**
    2. **2024-2025 $1,598,810**

**Total Increase: $68,848**

Action Item
Rich Brabec
Proposal to increase administrative salaries by 4.5% for the 2024-2025 school year.

X.D. Director/Supervisor Salaries for the 2024-2025 School Year

1. **Director/Supervisor (4.5% increase of total package)**
    1. **2023-2024 $661,195**
    2. **2024-2025 $690,926**

**Total Increase: $29,731**

Action Item
Rich Brabec
Proposal to increase director/supervisor salaries by 4.5% for the 2024-2025 school year.

X.E. **303.50 - DISTRICT RESIDENCY POLICY FOR ADMINISTRATION**
Action Item
Rich Brabec

X.F. 1006.01 Public Use of School Facilities

Action Item
Rich Brabec

XI. Action Items
Action Item

XI.A. Amend the 2023-2024 contract of Jeff Droge.
Action Item
Rich Brabec

Make a motion to amend the 2023-2024 contract of Jeff Droge. This motion, made by Dr Renee Sayer and seconded by Virginia Semerad, Passed.
Chuck Misek: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XI.B. Administrative Salaries for the 2024-2025 School Year

Proposed:

1. **Administration (4.5% increase in total package)**
    1. **2023-2024 $1,529,962**
    2. **2024-2025 $1,598,810**

**Total Increase: $68,848**

Action Item
Rich Brabec

Make a motion to approve the administrative salaries for 2024-2025 as presented. This motion, made by Virginia Semerad and seconded by Brian Vavricek, Passed.
Chuck Misek: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XI.C. Director/Supervisor Salaries for the 2024-2025 School Year

1. **Director/Supervisor (4.5% increase of total package)**
    1. **2023-2024 $661,195**
    2. **2024-2025 $690,926**

**Total Increase: $29,731**

Action Item

Make a motion to approve the Directors/Supervisors salaries for 2024-2025 as presented. This motion, made by Dr Renee Sayer and seconded by Brian Vavricek, Passed.
Chuck Misek: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XI.D. **303.50 - DISTRICT RESIDENCY POLICY FOR ADMINISTRATION**
Action Item

Make a motion to approve the proposed District Residency Policy as presented. This motion, made by Amanda Jedlicka and seconded by Dr Renee Sayer, Passed.
Chuck Misek: Absent, Virginia Semerad: Nay, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 4, Nay: 1, Absent: 1

XI.E. 1006.01 Public Use of School Facilities
Action Item
Rich Brabec

Make a motion to approve the proposed Public Use of School Facilities Policy as presented. This motion, made by Richard Brabec, Withdrawn.

XII. Information Items: Reports
Action Item

XII.A. Bela Jedlicka will present on behalf of the student council.
Action Item

XII.B. Superintendent
Action Item

XII.B.1. Schuyler Community Schools Annual Report
Action Item

XII.B.2. Interviews for high school principal
Action Item

XII.B.3. Starting on April 8th, next month's board meeting, we will begin hosting our board meetings at the SCS District Office Building - Chapel Conference Room at 2023 Colfax Street.

Action Item
Dr. Bret Schroder

XII.C. Board Committee Reports
Action Item
This committee is responsible for reviewing curriculum recommendations, textbook selection, requisitions/inventory, and instructional programs.

XII.D. Strategic Plan Update/District Goals Update
Action Item

XII.E. Schuyler Community Schools Foundation Report
Action Item

XIII. Closed Session
Action Item

XIV. Adjourn
Action Item
To view this meeting go to:
https://zoom.us/rec/share/a0zBeNoU9_QA-_HAPo8EvK9-aTWZ-O5OpiWYqezLdGIhCUyp2A6Att5DnrcEoKA._LQwsbvAoWHR5ThX

Make a motion to adjourn this meeting at 7:31 pm. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.

Chuck Misek: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Dr Renee Sayer: Yea, Virginia Semerad: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

Schuyler Community Schools
Special Board Meeting
Thursday, March 21, 2024 6:30 PM
Schuyler Community Schools Board Room
120 W. 20th Street
Schuyler, NE 68661-2400

Posting Locations:

- Schuyler Sun
- District Office Building Front Door
- Schuyler Post Office
- Colfax County Courthouse

Posted Date:3/14/2024
Attendance Taken at 6:30 PM.

| | |
|---|---|
| Virginia Semerad: | Absent |
| Richard Brabec: | Present |
| Amanda Jedlicka: | Present |
| Chuck Misek: | Present |
| Dr Renee Sayer: | Present |
| Brian Vavricek: | Present |

Present: 5, Absent: 1.

I. Opening the Meeting
Action Item

II. Call to Order
Action Item

III. District Mission Statement
Action Item
**STRIVE - COMMIT - SUCCEED - District Mission Statement**

**Schuyler Community Schools in partnership with parents, students, and the community is committed to educate students to become skilled, knowledgeable and responsible citizens in a global society - District Vision Statement**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public. Notice of this meeting was also given in advance to all members of the Board of Education

IV. Nebraska Open Meetings Law

Action Item
This meeting has been preceded by advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the front of the meeting room.

**Nebraska Open Meetings Act:**
http://nitc.nebraska.gov/documents/statutes/NebraskaOpenMeetingsAct_current.pdf

V. Publication of Meeting
Action Item

VI. Board Member Roll Call
Action Item

VII. Pledge of Allegiance
Action Item

VIII. Approval of Agenda
Action Item

IX. Consent Agenda
Action Item

Discuss, Consider and Take Action on the consent agenda. This motion, made by Brian Vavricek and seconded by Dr Renee Sayer, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

IX.A. Financial Report
Action Item

IX.B. New Hire Recommendations:
Robert Stewart - SMS Social Studies
Action Item
Rich Brabec

IX.C. Resignations:

Andy Banahan SMS AD/Asst Principal
Maria Bonilla Dual Language Teacher
Christopher Dietz SMS Art
Hannah Girard SES Teacher
Catherine Luce SMS STEM

Guadalupe Ramirez Dual Language Teacher
Emily Rowe SES Teacher
Ingrid Rodriguez SES Counselor
Denise Stevenson Dual Language Teacher
Alexis Wilch SCHS Biology
Chad Wiseman SMS PE
Brandi Zavadil SMS EL Counselor
Jesse Zavadil SMS Principal
Action Item

IX.C.1. Approve the resignations and thank them for their service.
Action Item

Motion to approve the resignations and thank them for their service. This motion, made by Brian Vavricek and seconded by Chuck Misek, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

X. Public Comment
Action Item

XI. Action Items
Action Item

XI.A. Approve David Cunningham as the new Schuyler High School Principal for the 2024-2025 school year.
Action Item
Rich Brabec

Make a motion to approve the hire of David Cunningham as the new high school principal for 2024-2025. This motion, made by Brian Vavricek and seconded by Chuck Misek, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XI.B. Review the approval of all five staff members listed below to receive the early retirement benefit.

Jeff Duranski SCHS IT 28 total years 26 with SCS
Paula Kment SMS Counselor 34 total years all with SCS
Bill Policky SMS Social Studies 32 total years 25 with SCS
Rhonda Sellentin Dual Language Teacher 29 total years 25 with SCS
Dana Schultz SMS ELA 32 total years 12 with SCS
Action Item
Rich Brabec

Make a motion to approve four early retirements per board policy. This motion, made by Chuck Misek and seconded by Brian Vavricek, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1
Make a motion to approve four early retirements per board policy. This motion, made by Chuck Misek and seconded by Brian Vavricek, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XI.B.1. Accept the Early Retirement for Dana Schultz and thank him for his service
Action Item

Motion to accept Early Retirement for Dana Schultz and thank him for his service. This motion, made by Chuck Misek and seconded by Brian Vavricek, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

XII. Adjourn
Action Item
To view this meeting go to:
https://zoom.us/rec/share/xZsh9oHJlMQdPf03NAG6APxd3GrUCPv6XnQ3f3tx-DFB8c9fI-_RCxrF9iATCutt.gKrLvmfNShmXYbcY

Adjourn at 7:16 pm. This motion, made by Brian Vavricek and seconded by Amanda Jedlicka, Passed.
Virginia Semerad: Absent, Richard Brabec: Yea, Amanda Jedlicka: Yea, Chuck Misek: Yea, Dr Renee Sayer: Yea, Brian Vavricek: Yea
Yea: 5, Nay: 0, Absent: 1

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 03/01/2024 to 03/31/2024.

Site ID Site Name
Group ID Group Name

| Activity ID | Activity Name | Beginning Cash | Receipts | Disbursements | Adjustments | Cash Balance |
|---|---|---|---|---|---|---|
| SCHUYL | Schuyler Community Schools | | | | | |
| A | ACADEMIC | | | | | |
| 1100 | CONSORTIUM PAYROLL | 232.84 | 0.00 | 0.00 | 0.00 | 232.84 |
| 1500 | ARC EQUIP SPEC.ED. | 1,894.05 | 0.00 | 0.00 | 0.00 | 1,894.05 |
| | A Totals: | 2,126.89 | 0.00 | 0.00 | 0.00 | 2,126.89 |
| B | ACTIVITIES | | | | | |
| 2100 | BASKETBALL B | -2,555.00 | 0.00 | 0.00 | 0.00 | -2,555.00 |
| 2150 | BASKETBALL G | -3,021.82 | 0.00 | 0.00 | 0.00 | -3,021.82 |
| 2200 | CROSS COUNTRY B & G | -185.52 | 0.00 | 0.00 | 0.00 | -185.52 |
| 2250 | CROSS COUNTRY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2300 | FOOTBALL | -1,515.00 | 0.00 | 0.00 | 0.00 | -1,515.00 |
| 2350 | GOLF B | 300.00 | 0.00 | 100.00 | 0.00 | 200.00 |
| 2375 | GOLF G | -55.00 | 0.00 | 0.00 | 0.00 | -55.00 |
| 2400 | SOFTBALL | 220.30 | 0.00 | 0.00 | 0.00 | 220.30 |
| 2450 | SOCCER B | 470.00 | 300.00 | 2,473.21 | 0.00 | -1,703.21 |
| 2500 | SOCCER G | 265.00 | 0.00 | 1,329.30 | 0.00 | -1,064.30 |
| 2600 | TRACK | -2,752.52 | 0.00 | 459.84 | 0.00 | -3,212.36 |
| 2700 | VOLLEYBALL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2750 | WRESTLING | -2,130.00 | 0.00 | 0.00 | 0.00 | -2,130.00 |
| 2755 | WEIGHT ROOM EQUIPMENT | 7.50 | 0.00 | 0.00 | 0.00 | 7.50 |
| 2775 | GIRLS WRESTLING | -3,667.87 | 0.00 | 0.00 | 0.00 | -3,667.87 |
| 2800 | SMS ATHLETICS | 2,302.93 | 0.00 | 481.76 | 0.00 | 1,821.17 |
| 2850 | LAUNDRY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2900 | GENERAL | 549.14 | 2,031.42 | 2,952.03 | 0.00 | -371.47 |
| 2950 | MEDICAL | -102.50 | 0.00 | 0.00 | 0.00 | -102.50 |
| 2970 | BOOSTER CLUB DONATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2975 | DONATIONS | 1,954.78 | 0.00 | 0.00 | 0.00 | 1,954.78 |
| 2980 | SPEECH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2982 | FFA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2984 | ONE ACT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2986 | FCCLA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2988 | YOUTH SPORTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2990 | CHEER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2995 | DANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | B Totals: | -9,915.58 | 2,331.42 | 7,796.14 | 0.00 | -15,380.30 |

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From 03/01/2024 to 03/31/2024.

Site ID Site Name
Group ID Group Name

| | Activity ID | Activity Name | Beginning Cash | Receipts | Disbursements | Adjustments | Cash Balance |
|---|---|---|---|---|---|---|---|
| C | DISTRICT | | | | | | |
| | 3100 | ADULT EDUCATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 3110 | COLLEGE CREDIT | -7,849.49 | 0.00 | 10,192.00 | 0.00 | -18,041.49 |
| | 3200 | GENERAL | 17,245.93 | 1,461.00 | 264.80 | 0.00 | 18,442.13 |
| | 3250 | FIELD HOUSE | 60,903.32 | 1,347.00 | 0.00 | 0.00 | 62,250.32 |
| | 3300 | FINES | 1,916.09 | 0.00 | 0.00 | 0.00 | 1,916.09 |
| | 3400 | HIGH SCHOOL--- BOOK FINES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 3450 | SCHS LIBRARY FINES | 1,115.21 | 0.00 | 0.00 | 0.00 | 1,115.21 |
| | | C Totals: | 73,331.06 | 2,808.00 | 10,456.80 | 0.00 | 65,682.26 |
| D | DEPARTMENTS | | | | | | |
| | 4000 | BAND | -4,092.37 | 0.00 | 280.00 | 0.00 | -4,372.37 |
| | 4025 | Musical | 481.63 | 0.00 | 0.00 | 0.00 | 481.63 |
| | 4050 | VOCAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 4750 | KOEHN TRUST (BAND DONATION) | 9,410.62 | 0.00 | 0.00 | 0.00 | 9,410.62 |
| | | D Totals: | 5,799.88 | 0.00 | 280.00 | 0.00 | 5,519.88 |
| E | UNIFORMS & EQUIPMENT | | | | | | |
| | 4500 | BAND (UNIFORM DEP) | 828.18 | 0.00 | 0.00 | 0.00 | 828.18 |
| | 4650 | FLAG CORPS | 1,383.26 | 0.00 | 0.00 | 0.00 | 1,383.26 |
| | 4700 | INSTRUMENT RENTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 4770 | AMBASSADORS | 1,637.88 | 0.00 | 0.00 | 0.00 | 1,637.88 |
| | | E Totals: | 3,849.32 | 0.00 | 0.00 | 0.00 | 3,849.32 |

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Site ID Site Name

Group ID Group Name

| | Activity ID | Activity Name | Beginning Cash | Receipts | Disbursements | Adjustments | Cash Balance |
|---|---|---|---|---|---|---|---|
| F | CLUBS ORGANIZATIONS | | | | | | |
| | 5000 | ART | 237.70 | 0.00 | 0.00 | 0.00 | 237.70 |
| | 5005 | ATHS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5050 | CHEERLEADERS | 5,686.50 | 0.00 | 100.00 | 0.00 | 5,586.50 |
| | 5100 | DRAMATICS, SPEECH | -2,056.51 | 484.00 | 809.09 | 0.00 | -2,381.60 |
| | 5105 | One Act - NA | -1,966.28 | 0.00 | 0.00 | 0.00 | -1,966.28 |
| | 5150 | DANCE TEAM | -5,233.26 | 0.00 | 91.00 | 0.00 | -5,324.26 |
| | 5175 | EMERGENCY RESPNSE TEAM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5200 | FFA CLUB | 18,608.95 | 850.00 | 226.81 | 0.00 | 19,232.14 |
| | 5250 | FCCLA CLUB | -1,107.64 | 232.09 | 0.00 | 0.00 | -875.55 |
| | 5300 | CULTURAL UNITY | 2,024.52 | 0.00 | 0.00 | 0.00 | 2,024.52 |
| | 5350 | NATIONAL HONOR SOCIETY | 3,185.21 | 0.00 | 595.12 | 0.00 | 2,590.09 |
| | 5400 | S-CLUB | 1,510.84 | 0.00 | 210.00 | 0.00 | 1,300.84 |
| | 5405 | SPIRIT CLUB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5425 | WARRIORS STAND FOR THE SILENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5500 | SCIENCE & mATH cLUB | 5,411.03 | 0.00 | 0.00 | 0.00 | 5,411.03 |
| | 5510 | SCIENCE TRIP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5515 | INDUST. TECH GRANT SCHS | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| | 5525 | SCIENCE FAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5550 | STUDENT COUNCIL | 2,345.30 | 0.00 | 169.00 | 0.00 | 2,176.30 |
| | 5575 | 504 R ACTIVITY FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5600 | RICHLAND ACTIVITY FUND | 2,276.18 | 0.00 | 0.00 | 0.00 | 2,276.18 |
| | 5610 | FISHER 24 ACTIVITY FUND | 6,829.10 | 0.00 | 137.49 | 0.00 | 6,691.61 |
| | 5615 | DUAL LANGUAGE | 678.66 | 0.00 | 0.00 | 0.00 | 678.66 |
| | 5616 | Dual Lang Students | 19,310.73 | 0.00 | 8,290.74 | 0.00 | 11,019.99 |
| | 5620 | SCHUYLER ELEMENTARY SCHOOL | -563.04 | 0.00 | 0.00 | 0.00 | -563.04 |
| | 5621 | SES FELICIATIONS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5622 | SES FIELD DAY | 8,812.83 | 0.00 | 0.00 | 0.00 | 8,812.83 |
| | 5623 | SES Vocal Music Club | 713.10 | 0.00 | 0.00 | 0.00 | 713.10 |
| | 5624 | SES LIBRARY | 3,929.81 | 6,916.54 | 7,454.47 | 0.00 | 3,391.88 |
| | 5631 | SES POP FUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5632 | SES Band CLUB | 302.90 | 0.00 | 0.00 | 0.00 | 302.90 |
| | 5633 | SES STEM | 5,917.50 | 0.00 | 0.00 | 0.00 | 5,917.50 |
| | 5650 | BRAINSTORMING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5675 | TEEN MOM'S | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5700 | A.S.K. | 2,204.46 | 0.00 | 0.00 | 0.00 | 2,204.46 |
| | 5725 | STUDENT COUNCIL MAKE A WISH | 2,889.37 | 0.00 | 0.00 | 0.00 | 2,889.37 |
| | 5750 | FELLOWSHIP CHRISTIANS FOR ATHLETICS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5775 | INDUSTRIAL TECH ACCOUNT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5800 | SHEEL CREEK WATER TESTING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 5825 | PRESCHOOL | 2,483.32 | 0.00 | 0.00 | 0.00 | 2,483.32 |
| | 5900 | SMS GENERAL ACTIVITY | -313.59 | 0.00 | 0.00 | 0.00 | -313.59 |
| | 5901 | SMS STUDENT COUNCIL | 6,735.37 | 387.00 | 644.80 | 0.00 | 6,477.57 |
| | 5902 | SMS LIBRARY | 1,858.03 | 0.00 | 0.00 | 0.00 | 1,858.03 |
| | 5903 | SMS RESOURCE ROOM | 4,680.90 | 0.00 | 0.00 | 0.00 | 4,680.90 |

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|---|---|---|---|---|---|---|
| 5904 | SMS BAND CLUB | 98.60 | 0.00 | 0.00 | 0.00 | 98.60 |
| 5905 | SMS TEACHER POP 7702463 | 189.83 | 0.00 | 0.00 | 0.00 | 189.83 |
| 5906 | SMS EDUCATIONQUEST FOUNDATION GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5907 | SMS Entrepreneurship | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5909 | SMS VOCAL MUSIC | 3.25 | 0.00 | 0.00 | 0.00 | 3.25 |
| 5910 | SMS VOLLEYBALL CLUB | 1,545.04 | 0.00 | 0.00 | 0.00 | 1,545.04 |
| 5911 | SMS YEARBOOK | -735.19 | 0.00 | 0.00 | 0.00 | -735.19 |
| 5915 | SMS WRESTLING CLUB | 232.20 | 0.00 | 0.00 | 0.00 | 232.20 |
| 5916 | SMS G Wrestling Club | 205.71 | 0.00 | 0.00 | 0.00 | 205.71 |
| 5920 | SMS FOOTBALL CLUB | 1,837.68 | 0.00 | 0.00 | 0.00 | 1,837.68 |
| 5925 | SMS BOYS BASKETBALL CLUB | 739.05 | 0.00 | 0.00 | 0.00 | 739.05 |
| 5926 | SMS GIRLS BASKETBALL | 488.96 | 0.00 | 0.00 | 0.00 | 488.96 |
| 5927 | SMS TRACK CLUB | 402.87 | 0.00 | 0.00 | 0.00 | 402.87 |
| 5928 | SMS CROSS COUNTRY | -185.76 | 0.00 | 0.00 | 0.00 | -185.76 |
| 5930 | YOUTH FOOTBALL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5935 | YOUTH SPORTS | -154.00 | 1,907.00 | 0.00 | 0.00 | 1,753.00 |
| 5940 | YOUTH SOCCERE | 6,816.11 | 0.00 | 879.96 | 0.00 | 5,936.15 |
| 5945 | TEAMMATES | 5,003.69 | 0.00 | 0.00 | 0.00 | 5,003.69 |
| 5950 | SMS SPEECH | 44.18 | 0.00 | 0.00 | 0.00 | 44.18 |
| 5955 | SMS Weights Club | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5960 | SES Counseling | 423.20 | 0.00 | 0.00 | 0.00 | 423.20 |
| 5975 | SMS Weights | 356.41 | 0.00 | 0.00 | 0.00 | 356.41 |
| | F Totals: | 116,703.82 | 10,776.63 | 19,608.48 | 0.00 | 107,871.97 |

G CONCESSION/VENDING

| Activity ID | Activity Name | Beginning Cash | Receipts | Disbursements | Adjustments | Cash Balance |
|---|---|---|---|---|---|---|
| 6000 | CONCESSION | -692.01 | 126.01 | 0.00 | 0.00 | -566.00 |
| 6005 | SMS CONCESSIONS | -261.37 | 134.00 | 0.00 | 0.00 | -127.37 |
| 6010 | Imp. Fund-10% | 753.15 | 56.64 | 578.95 | 0.00 | 230.84 |
| 6015 | SMS IMP FUND - 10% | -632.93 | 60.55 | 202.90 | 0.00 | -775.28 |
| 6100 | SCHS PEPSI 7701503 | 6,731.63 | 161.46 | 0.00 | 0.00 | 6,893.09 |
| 6105 | SMS PEPSI 7702463 | -888.09 | 80.25 | 0.00 | 0.00 | -807.84 |
| 6125 | SCHS LUNCH PEPSI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 6150 | SCS FIELD HOUSE POP | 1,993.51 | 0.00 | 0.00 | 0.00 | 1,993.51 |
| 6200 | STUDENT POP | 1,022.46 | 0.00 | 0.00 | 0.00 | 1,022.46 |
| 6300 | TEACHER POP | 5,950.42 | 55.00 | 0.00 | 0.00 | 6,005.42 |
| 6400 | S-CLUB JUICE | 38.64 | 0.00 | 0.00 | 0.00 | 38.64 |
| 6500 | MAINTENANCE | 11,748.18 | 78.03 | 0.00 | 0.00 | 11,826.21 |
| 6600 | MILK MACHINE - FCCLA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | G Totals: | 25,763.59 | 751.94 | 781.85 | 0.00 | 25,733.68 |

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|---|---|---|---|---|---|---|---|
| H | SALES | | | | | | |
| | 7000 | HORTICULTURE | 11,364.59 | 0.00 | 4,057.70 | 0.00 | 7,306.89 |
| | 7010 | HOUSE CONSTRUCTION | 8,727.88 | 0.00 | 0.00 | 0.00 | 8,727.88 |
| | 7020 | HOUSE RENTAL | 32,627.10 | 0.00 | 0.00 | 0.00 | 32,627.10 |
| | 7050 | INDUSTRIAL TECH / PLASMA CAM SALES | 4,121.72 | 0.00 | 0.00 | 0.00 | 4,121.72 |
| | 7150 | BBB CLUB ACCOUNT | 475.83 | 2,250.50 | 0.00 | 0.00 | 2,726.33 |
| | 7200 | GBB CLUB ACCOUNT | 837.38 | 2,084.50 | 186.56 | 0.00 | 2,735.32 |
| | 7215 | BOYS GOLF CLUB ACCT. | 9,936.54 | 0.00 | 0.00 | 0.00 | 9,936.54 |
| | 7225 | GIRLS GOLF CLUB ACCOUNT | 916.89 | 0.00 | 0.00 | 0.00 | 916.89 |
| | 7250 | WRESTLING CLUB ACCOUNT | 8,671.61 | 20.00 | 725.74 | 0.00 | 7,965.87 |
| | 7260 | GIRLS WRESTLING CLUB | 4,166.23 | 685.00 | 841.38 | 0.00 | 4,009.85 |
| | 7275 | WRESTLING AIDS | 385.83 | 0.00 | 0.00 | 0.00 | 385.83 |
| | 7300 | BSOC CLUB ACCOUNT | 4,676.67 | 0.00 | 2,267.51 | 0.00 | 2,409.16 |
| | 7325 | GSOC CLUB ACCOUNT | 2,584.37 | 0.00 | 2,021.00 | 0.00 | 563.37 |
| | 7350 | G/B CROSS COUNTRY CLUB | 460.72 | 0.00 | 0.00 | 0.00 | 460.72 |
| | 7400 | FOOTBALL CLUB ACCOUNT | 3,042.35 | 0.00 | 0.00 | 0.00 | 3,042.35 |
| | 7450 | VOLLEYBALL CLUB ACCT. | 17,386.53 | 0.00 | 0.00 | 0.00 | 17,386.53 |
| | 7500 | SB CLUB ACCOUNT | 1,964.48 | 0.00 | 0.00 | 0.00 | 1,964.48 |
| | 7550 | STUDENT PURCHASES | 244.52 | 0.00 | 0.00 | 0.00 | 244.52 |
| | 7600 | TR. CLUB ACCT | 2,495.15 | 0.00 | 153.00 | 0.00 | 2,342.15 |
| | 7650 | SPEECH CLUB | 2,978.62 | 0.00 | 23.63 | 0.00 | 2,954.99 |
| | 7700 | ONE ACT CLUB | 3,099.10 | 0.00 | 0.00 | 0.00 | 3,099.10 |
| | | H Totals: | 121,164.11 | 5,040.00 | 10,276.52 | 0.00 | 115,927.59 |

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|---|---|---|---|---|---|---|---|
| I | CLASSES | | | | | | |
| | 8000 | ALUMNI ACCOUNT | 1,386.24 | 0.00 | 0.00 | 0.00 | 1,386.24 |
| | 8255 | CLASSES OF 2013 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8260 | CLASS 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8265 | CLASS OF 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8270 | CLASS OF 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8275 | CLASS OF 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8280 | CLASS 2018 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8285 | CLASS OF 2019 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8290 | CLASS OF 2020 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8295 | CLASS OF 2021 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8300 | Class of 2022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 8305 | CLASS OF 2023 | 574.42 | 0.00 | 0.00 | 0.00 | 574.42 |
| | 8310 | CLASS OF 2024 | -179.43 | 0.00 | 0.00 | 0.00 | -179.43 |
| | 8315 | CLASS OF 2025 | 933.30 | 0.00 | 0.00 | 0.00 | 933.30 |
| | 8320 | CLASS OF 2026 | 1,167.27 | 0.00 | 0.00 | 0.00 | 1,167.27 |
| | 8325 | CLASS OF 2027 | 447.26 | 93.47 | 0.00 | 0.00 | 540.73 |
| | 8330 | CLASS OF 2028 | 298.97 | 0.00 | 0.00 | 0.00 | 298.97 |
| | 8335 | CLASS OF 2029 | -788.82 | 0.00 | 0.00 | 0.00 | -788.82 |
| | 8340 | CLASS OF 2030 | -6.30 | 0.00 | 0.00 | 0.00 | -6.30 |
| | 8345 | CLASS OF 2031 | 1,295.11 | 0.00 | 0.00 | 0.00 | 1,295.11 |
| | 8350 | Class of 2032 | 859.58 | 0.00 | 0.00 | 0.00 | 859.58 |
| | 8355 | CLASS OF 2033 | 782.57 | 0.00 | 0.00 | 0.00 | 782.57 |
| | 8360 | Class of 2034 | 2,024.60 | 0.00 | 167.44 | 0.00 | 1,857.16 |
| | 8365 | CLASS OF 2035 | -335.38 | 0.00 | 0.00 | 0.00 | -335.38 |
| | 8370 | Class of 2036 | 339.24 | 0.00 | 291.45 | 0.00 | 47.79 |
| | | I Totals: | 8,798.63 | 93.47 | 458.89 | 0.00 | 8,433.21 |
| J | YEARBOOK | | | | | | |
| | 8560 | YEARBOOK | 11,094.27 | 487.00 | 0.00 | 0.00 | 11,581.27 |
| | | J Totals: | 11,094.27 | 487.00 | 0.00 | 0.00 | 11,581.27 |

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 03/01/2024 to 03/31/2024.

Site ID Site Name
Group ID Group Name

| | Activity ID | Activity Name | Beginning Cash | Receipts | Disbursements | Adjustments | Cash Balance |
|---|---|---|---|---|---|---|---|
| K | MISCELLANEOUS | | | | | | |
| | 9000 | STUDENT COUNCIL SCHOOL IMPROVMENT FUND | 1,304.25 | 0.00 | 0.00 | 0.00 | 1,304.25 |
| | 9025 | SAVE THE CHILDREN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9030 | AFTERSCHOOL PROGRAM | 128,701.79 | 830.00 | 0.00 | 0.00 | 129,531.79 |
| | 9031 | BEYOND SCHOOL BELL | 96,014.19 | 0.00 | 1,690.09 | 0.00 | 94,324.10 |
| | 9035 | SIXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9040 | SES BACK PACK PROGRAM | 1,492.21 | 0.00 | 0.00 | 0.00 | 1,492.21 |
| | 9045 | BUILDING HEALTHY RELATIONSHIPS. | 7,736.07 | 0.00 | 0.00 | 0.00 | 7,736.07 |
| | 9050 | STAFF INSURANCE PURCHASES | 361.16 | 0.00 | 0.00 | 0.00 | 361.16 |
| | 9075 | KEY DEPOSITS & RENTAL FEES | 9,775.25 | 0.00 | 0.00 | 0.00 | 9,775.25 |
| | 9085 | PROFESSIONAL DEVELOPMENT | -1,101.33 | 0.00 | 0.00 | 0.00 | -1,101.33 |
| | 9095 | PARENT INVOLMENT - PRESCHOOL | 12,859.00 | 384.00 | 0.00 | 0.00 | 13,243.00 |
| | 9100 | BLOOD MOBILE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9105 | WELLNESS WARRIORS | 2,311.63 | 0.00 | 0.00 | 0.00 | 2,311.63 |
| | 9110 | PTO WELLNESS DAY DONATION | -10,939.00 | 0.00 | 0.00 | 0.00 | -10,939.00 |
| | 9115 | LUNCH CARD | 2,446.05 | 0.00 | 0.00 | 0.00 | 2,446.05 |
| | 9125 | TMH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9150 | PRINCIPAL | 1,106.74 | 0.00 | 0.00 | 0.00 | 1,106.74 |
| | 9175 | Technology Fee | 29,682.00 | 0.00 | 0.00 | 0.00 | 29,682.00 |
| | 9250 | Booster Club | 2,582.18 | 0.00 | 0.00 | 0.00 | 2,582.18 |
| | 9300 | Credit Cards to Other ACCTS | 170.00 | 231.70 | 0.00 | 0.00 | 401.70 |
| | | K Totals: | 284,502.19 | 1,445.70 | 1,690.09 | 0.00 | 284,257.80 |
| L | SCHOLARSHIPS/MEMORIALS | | | | | | |
| | 9200 | EF TOUR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 9500 | COLLEGE ACCESS GRANT | -234.35 | 0.00 | 0.00 | 0.00 | -234.35 |
| | 9600 | Hauff Sponsorship | 264.00 | 0.00 | 0.00 | 0.00 | 264.00 |
| | | L Totals: | 29.65 | 0.00 | 0.00 | 0.00 | 29.65 |
| | | SCHUYLER Activity Totals: | 643,247.83 | 23,734.16 | 51,348.77 | 0.00 | 615,633.22 |

| | Begin Balance | Transfers | Receipts | Disbursements | Adjustments | End Balance |
|---|---|---|---|---|---|---|
| SCHUYLER Checking: | | | 23,734.16 | 51,348.77 | | |
| SCHUYLER Investment: | | | | | | |
| SCHUYLER Bank Balances: | 643,247.83 | | 23,734.16 | 51,348.77 | 0.00 | 615,633.22 |

| | | | | | |
|---|---|---|---|---|---|
| Report Activity Totals: | 643,247.83 | 23,734.16 | 51,348.77 | 0.00 | 615,633.22 |

**SCHUYLER COMMUNITY SCHOOLS**
**Treasurer's Report**
**Fiscal Year 2024**

| SCHUYLER COMMUNITY SCHOOLS | Mar-24 | YTD |
|---|---|---|
| **GENERAL FUND** | | **2023-2024** |
| **Beginning Cash Balance** | **686,361.20** | **830,082.34** |
| Receipts: | | |
| Colfax county Local District Tax | 837,244.35 | 6,951,603.61 |
| Butler county Local District Tax | 26,949.42 | 708,817.79 |
| Saunders county Local District Tax | 194.52 | 5,804.14 |
| Interest | 5,860.02 | 54,634.45 |
| License Fees | | 300.00 |
| Rent of Facility | | 0.00 |
| Categorical Grants | | 31,534.63 |
| Curriculum Receipts | | 0.00 |
| Other Local Receipts | | 0.00 |
| Private grants | | 0.00 |
| ESU Receipts | | 0.00 |
| State Aid | 472,233.00 | 3,305,631.00 |
| Special Education | 239,288.00 | 952,524.00 |
| SPED Transportation | | 0.00 |
| State Apportionment | | 329,259.13 |
| Distant Ed Incentive | | 0.00 |
| Six Pence | | 126,725.00 |
| Career Education | | 9,735.00 |
| Other State Receipts | 27,604.70 | 27,604.70 |
| High Ability Learner | | 0.00 |
| IDEA ARP Base 0-21 | | 0.00 |
| IDEA ARP Preschool | | 0.00 |
| IDEA ARP Proportionate Share | | 0.00 |
| Title 1 Part A | | 115,330.00 |
| Title I part B | | 0.00 |
| Title I, SIG | | 0.00 |
| Title II, Part A - Staff | | 0.00 |
| SPED IDEA Base | | 0.00 |
| SPED Preschool | | 5,501.00 |
| SPED IDEA Part B BASE Enrollment/Poverty | | 382,586.00 |
| SPED IDEA, Part B Enroll | | 0.00 |
| SPED Ed IDEA CEIS | | 0.00 |
| SPED non public | | 0.00 |
| Medicaid in the Public Schools - MIPS | | 51,234.00 |
| NASB MEDICAID Reimbursements | | 8,851.66 |
| Carl Perkins Fund | | 0.00 |
| E-Rate Reimbursement | | 0.00 |
| Migrant | | 0.00 |
| Title III | | 19,080.00 |
| Title III Immigrant | | 0.00 |
| Peak ILCD/other grants | | 1,750.00 |
| 21st Century Grant | | 22,048.00 |
| Title IV A SSAE Grant | | 0.00 |
| ESSERS I | | 0.00 |
| ESSERS II | | 702,302.00 |
| ESSERS III | | 0.00 |
| Insurance Adjustments | 459,577.19 | 459,577.19 |
| Sale of Property | | 0.00 |
| Other Non Revenue | 91.64 | 1,304.52 |
| ASP HS Expanded Learning | | 0.00 |
| ARP Summer School | | 39,577.00 |
| Transfers in | | 0.00 |
| **Total Receipts** | **2,069,042.84** | **14,313,314.82** |

| | | |
|---|---|---|
| **Non-program Receipts** | | |
| Intrafund loan from QCPUF | 500,000.00 | 500,000.00 |
| Non-program Receipts | | 2,112.80 |
| Lunch & Coop Fund Reimbursements | 3,334.47 | 248,080.86 |
| **Subtotal** | **503,334.47** | **750,193.66** |
| **Transfers from CD** | | |
| **Transfers IN/OUT Money Market Accounts** | | 0.00 |
| **Total Receipts & Transfers** | **2,572,377.31** | **15,063,508.48** |
| | | |
| **General Fund Cash** | **3,258,738.51** | **15,893,590.82** |
| | | |
| General Fund Disbursements | -1,857,745.00 | -14,492,597.31 |
| Transfers In/Out Money Market Accounts | | 0.00 |
| Prior Period Adjustment (Voided Checks) | | 0.00 |
| **Total Disbursements** | **-1,857,745.00** | **-14,492,597.31** |
| | | |
| **GENERAL FUND Cash Balance** | **1,400,993.51** | **1,400,993.51** |

| **SPECIAL BUILDING FUND** | | |
|---|---|---|
| **Beginning Cash Balance** | **474,139.22** | **442,753.83** |
| Colfax County Tax Collection | 31,637.59 | 270,199.94 |
| Butler County Tax Collection | 975.88 | 28,593.83 |
| Saunders County Tax Collection | 7.76 | 242.38 |
| ESSER II | | 0.00 |
| ESSER III | | 0.00 |
| ESSER III | | 0.00 |
| Sale of Property | | 0.00 |
| Interest | 1,607.06 | 9,626.53 |
| 2019 HS Bonds sold | | 0.00 |
| Sale of Property | | 0.00 |
| Non-revenue receipts | | 500.00 |
| **Total before non-program receipts** | **34,228.29** | **309,162.68** |
| Non-program Receipts/transfers/intransit | -63.56 | -63.56 |
| **Total Monthly Receipts** | **34,164.73** | **309,099.12** |
| Cashed CD's | | 0.00 |
| **Total Building Fund Cash** | **508,303.95** | **751,852.95** |
| | | |
| **Disbursements & Transfers:** | | |
| Total Expenditures | | -243549.00 |
| Non-program Expenditures | | 0.00 |
| Loan repayment to QCPUF | | 0.00 |
| | | |
| **Total Disbursements** | **0.00** | **-243549.00** |
| | | |
| **Special Building Fund Ending Balance** | **508,303.95** | **508,303.95** |

| **BOND FUND ACCOUNT** | | |
|---|---|---|
| **Beginning Balance Pinnacle Bank** | **277,634.62** | **719,512.29** |
| Bond tax collections | 70,794.03 | 677,740.94 |
| Interest | 210.27 | 2,954.69 |
| | | 0.00 |
| **Total before non-program receipts** | **71,004.30** | **680,695.63** |

| | | |
|---|---|---|
| Non-program Receipts/transfers | | **0.00** |
| **Total Monthly Receipts** | **71,004.30** | **680,695.63** |
| Bond Payment | | -1,051,539.00 |
| Expenditures | | **-30.00** |
| Loan repayment to QCPUF | | **0.00** |
| **Balance bonds** | **348,638.92** | **348,638.92** |
| | | |
| **Beginning Balance - County Treasurer** | | **0.00** |
| Old Bond - WW 1993 - Held by Colfax Co Treasurer | | 0.00 |
| Transfers | | 0.00 |
| **Total Old Bond Balance** | | **0.00** |
| **Beatrice Bank Holding funds** | | **0.00** |
| **Total Bond Fund Balance** | **348,638.92** | **348,638.92** |

## DEPRECIATION FUND SAVINGS

| | | |
|---|---|---|
| **Beginning Balance Checking accounts** | **34,251.83** | **30,540.92** |
| Receipts | | 100,000.00 |
| Interest on Money Market Accounts | 31.43 | 398.90 |
| Non-program receipts | | |
| **Total** | **34,283.26** | **130,939.82** |
| Disbursements | | -96,656.56 |
| Transfers | | |
| Non-program disbursements | | |
| **Ending Balance Cash account/Money Market Ac** | **34,283.26** | **34,283.26** |
| **DEPRECIATION FUND INVESTMENTS:** | | |
| **Beginning Balance ( 800011254, 800012522, 583** | **88,601.56** | **87,898.89** |
| CD's | | **0.00** |
| Interest | 0.00 | **702.67** |
| **Ending Balance Investments** | **88,601.56** | **88,601.56** |
| | | |
| **Total Depreciation Funds** | **122,884.82** | **122,884.82** |

## QUALIFIED CAPITAL PURPOSE BONDS

| | | |
|---|---|---|
| **Beginning balance** | **5,086,928.16** | **4,812,985.52** |
| | | |
| **PINNACLE BANK (initial deposit+interest)** | | |
| Colfax County Tax Collections | 19,009.64 | 173,483.60 |
| Butler County Tax Collections | 605.95 | 18,153.64 |
| Saunders County Tax Collections | 4.65 | 153.33 |
| Interest & Transfers | 20,698.88 | 135,041.36 |
| US Treasury Receipts | | 113,338.31 |
| **Total Monthly Receipts** | **40,319.12** | 440,170.24 |
| Transfers/Loan repayment | | 0.00 |
| Payments/Disbursements | | -125,908.48 |
| Loans | **-500,000.00** | -500,000.00 |
| **Fund Balance** | **4,627,247.28** | **4,627,247.28** |

## EMPLOYEE BENEFITS FUND

| | | |
|---|---|---|
| **Beginning Balance** | **74,044.57** | **77,010.25** |
| Deposits | 6,435.96 | 68,450.44 |
| **Total Revenue** | **80,480.53** | **145,460.69** |
| Disbursements & Transfers: | -4,400.84 | -69,381.00 |

| | | |
|---|---|---|
| **Ending Balance** | **76,079.69** | **76,079.69** |
| **EMPLOYEE BENEFITS FUND INVESTMENTS:** | | |
| **Beginning Balance (800010018; 55375)** | **13,828.53** | **13,807.65** |
| SCS CD's Interest | | 20.88 |
| **Ending Balance** | **13,828.53** | **13,828.53** |
| | | |
| **Total Employee Benefits Funds Investments** | 13,828.53 | 13,828.53 |
| **Total Employee Benefits Funds** | **89,908.22** | **89,908.22** |

## SCS STUDENT FEES

| | | |
|---|---|---|
| **Beginning Balance** | **46,789.65** | **40,694.26** |
| Receipts | 389.76 | 12,756.15 |
| **Total** | **47,179.41** | **53,450.41** |
| Disbursements | -1,455.00 | -7,726.00 |
| **Ending Balance** | **45,724.41** | **45,724.41** |

## SCS ACTIVITY FUND

| | | |
|---|---|---|
| **Beginning Balance** | **631,191.10** | **636,644.80** |
| Receipts | 23,734.16 | 293,873.88 |
| **Total** | **654,925.26** | **930,518.68** |
| Disbursements | -51,348.77 | -326,942.19 |
| **Ending Balance** | **603,576.49** | **603,576.49** |

## Lunch Fund

| | | |
|---|---|---|
| **Beginning Balance Checking accounts** | **169,621.48** | **354,749.03** |
| Receipts | 192,301.43 | 869,496.13 |
| Interest | 273.06 | 2,253.44 |
| non-program receipts | | 0.00 |
| **Total Cash** | **362,195.97** | **1,226,498.60** |
| Disbursements | -98,280.44 | -962,583.07 |
| non-program expenses | | 0.00 |
| Total Expenditures | -98,280.44 | -962,583.07 |
| **Total Lunch Funds** | **263,915.53** | **263,915.53** |

## SCS COOPERATIVE FUND

| | | |
|---|---|---|
| **Beginning Balance** | **15,148.90** | **5,578.67** |
| Receipts | 6,705.92 | 36,282.93 |
| **Total** | **21,854.82** | **41,861.60** |
| Disbursements | -3,334.47 | -23,341.25 |
| **Ending Balance** | **18,520.35** | **18,520.35** |

**Schuyler Community Schools**
**Claims Over $5000**
*April 2024*

| Vendor | Description | Amount |
|---|---|---|
| Siteone Landscape | Fertilizer | $ 5,057.15 |
| ClassLink | License Renewal | $ 6,548.10 |
| Hometown Leasing | Copier Leases | $ 9,528.57 |
| KSB School Law | Legal Services | $ 10,585.13 |
| Eakes Office Products | Instructional Supplies | $ 10,634.10 |
| Central Nebraska Rehab | SPED Services | $ 13,425.66 |
| Dept of Utilities (Schuyler) | Utilities | $ 17,391.06 |
| Curriculum Associates | Textbooks | $ 26,816.00 |
| Woodriver Energy | Natural Gas | $ 29,512.77 |
| ESU#7 Special Education | SPED Services | $ 41,240.85 |
| Bierman Contracting Inc | Elem Fire - Services | $ 65,785.86 |
| **Total** | | **$ 236,525.25** |

**Schuyler Community Schools**
**Monthly Disbursement Report**
*April 2024*

| Vendor | Description | Amount |
|---|---|---|
| Ajualip, Nalleli | Interpreting at PTC | $ 110.00 |
| Amazon Capital Services | Supplies | $ 808.11 |
| Americon Communications | Services | $ 252.50 |
| Ardeano Arriaza, Joanna | Interpreting at PTC | $ 121.00 |
| Bebout, Heather | Mileage | $ 130.65 |
| Bierman Contracting Inc | Elem Fire - Services | $ 65,785.86 |
| Bomgaars | Maintenance Supplies | $ 308.79 |
| Borja, Bethania | Interpreting at PTC | $ 110.00 |
| Borja, Genesis | Interpreting at PTC | $ 110.00 |
| Cada Electric | Maintenance Supplies | $ 779.40 |
| Carolina Biological | Instructional Supplies | $ 205.47 |
| Carreto, Heidy | Interpreting at PTC | $ 96.60 |
| Carreto, Jennifer | Interpreting at PTC | $ 108.50 |
| Castro Perez, Hermelinda | Interpreting at PTC | $ 33.00 |
| Castro Perez, Liliana | Interpreting at PTC | $ 77.00 |
| Century Link | Telephone/Internet | $ 583.12 |
| Central Nebraska Rehab | SPED Services | $ 13,425.66 |
| Chavez, Gisela | Interpreting at PTC | $ 121.00 |
| Cifventes, Sandy | Interpreting at PTC | $ 77.00 |
| ClassLink | License Renewal | $ 6,548.10 |
| Cornhusker Public Power | Utilities | $ 2,021.30 |
| Culligan of Columbus | Softwater Plans | $ 246.10 |
| Curriculum Associates | Textbooks | $ 26,816.00 |
| DeLaCruz, Amy | Interpreting at PTC | $ 110.00 |
| Denker, Chad | Consultant | $ 2,517.00 |
| Dept of Utilities (Schuyler) | Utilities | $ 17,391.06 |
| DHHS | Annual Fee for Exit Signs-W. Gym | $ 140.00 |
| Didier's Grocery | Supplies | $ 921.45 |
| Dietze Music House | Instructional Supplies | $ 402.60 |
| Eakes Office Products | Instructional Supplies | $ 10,634.10 |
| Electrical Engineering | Annual Generator Insp/Repair | $ 1,933.11 |
| ESU#6 | SPED Transition Workshop | $ 150.00 |
| ESU#7 | Tech Contracted Services | $ 535.29 |
| ESU#7 Special Education | SPED Services | $ 41,240.85 |
| FileWave | Annual License Renewal | $ 4,538.31 |
| Follett School Solutions | Textbooks | $ 4,212.92 |
| FP Mailing Solutions | Postage | $ 573.00 |
| Fuentes, Gissell | Interpreting at PTC | $ 100.30 |
| Fuentes Alarcon, Natalie | Interpreting at PTC | $ 102.50 |
| Galdamez, Roxana | Interpreting at PTC | $ 77.00 |
| Grave, Yonic | Interpreting at PTC | $ 106.70 |
| Haider, Hadeel | Interpreting at PTC | $ 87.50 |

| | | | |
|---|---|---|---|
| Holiday Inn | WIL Conference | $ | 539.80 |
| Hometown Leasing | Copier Leases | $ | 9,528.57 |
| Instrumentalist Awards | Annual Music Awards | $ | 163.00 |
| Johnstone Supply | Transformer for Furnace | $ | 33.26 |
| Jostens | Instructional Supplies | $ | 844.20 |
| Kaasch, Gloria | Interpreting at PTC | $ | 121.00 |
| KSB School Law | Legal Services | $ | 10,585.13 |
| Larsen International | Bus Repair | $ | 462.93 |
| Lincoln Journal Star | Advertising | $ | 165.89 |
| Lucar, Isaac | Interpreting at PTC | $ | 81.60 |
| MacGill & Co | Nurse Supplies | $ | 612.03 |
| Mid-Amer. Research Co. | Custodial Supplies | $ | 504.00 |
| Matheson Trigas | Instructional Supplies | $ | 100.61 |
| Mejia, Naomi | Interpreting at PTC | $ | 110.00 |
| Mejia, Wendy | Interpreting at PTC | $ | 77.20 |
| Montanez, Mairen | Mileage | $ | 32.16 |
| Moore, Angela | Contracted Services | $ | 4,285.84 |
| NASB | NAEP Conference Reg | $ | 345.00 |
| NE Council of School Admin | Women in Leadership Conf | $ | 660.00 |
| NDE | Data Conference Registration | $ | 300.00 |
| NE Public Health Dept | Security Contracted Services | $ | 30.00 |
| Novicki | Fire Extinguisher Inspections | $ | 244.50 |
| One Source | Background Checks | $ | 87.50 |
| OPTK Networks | Ethernet | $ | 171.12 |
| Ortega, Destheny | Interpreting at PTC | $ | 109.30 |
| Parkview One Stop | Fuel | $ | 596.02 |
| Pelayo, Nestor | Mileage | $ | 158.79 |
| Peralta, Diana | Interpreting at PTC | $ | 105.30 |
| Performance Foodservice | Supplies | $ | 268.06 |
| PowerSchool Group | SmartFind Sub Subscription | $ | 2,287.34 |
| Presto-X | Pest Control | $ | 862.62 |
| QC Supply | Maintenance Supplies | $ | 17.79 |
| Quiroga Ramos, Patricia | Interpreting at PTC | $ | 137.50 |
| Ramirez, Sofia | Interpreting at PTC | $ | 108.30 |
| Reichert, Neleigh | Mileage | $ | 32.75 |
| Reinecke Motor Co | Vehicle Repair | $ | 195.77 |
| Richie's Repair | Replace blade on JD Bucket | $ | 958.73 |
| Riverside Assessments | SPED Contracted Services | $ | 1,811.23 |
| Romero Lopez, Karla | Family Literacy Daycare | $ | 181.13 |
| Romero, Miranda | Interpreting at PTC | $ | 22.00 |
| Salinas, Mayline | Interpreting at PTC | $ | 108.20 |
| Schuyler Coop | Fuel | $ | 2,387.88 |
| Schuyler Home & Building Supply | Supplies | $ | 8.89 |
| ServiceMaster Cleaning | Air Samples for Mold | $ | 596.34 |
| Siteone Landscape | Fertilizer | $ | 5,057.15 |
| TK Elevator | Annual Elevator Inspection | $ | 1,324.80 |
| Union Bank & Trust | D. Prososki COBRA (2mo) | $ | 2,938.74 |

| | | | |
|---|---|---|---|
| UNL | ASD Network Conf Reg | $ | 230.00 |
| US Postmaster | Permit Fee 129 | $ | 320.00 |
| Vasquez, Emily | Interpreting at PTC | $ | 115.00 |
| Verizon Wireless | Telephone/Internet | $ | 15.02 |
| Visa | Fuel/Supplies | $ | 1,420.60 |
| Vyve Broadband | Telephone/Internet | $ | 696.02 |
| Waste Connections | Utilities | $ | 1,869.10 |
| Woodriver Energy | Natural Gas | $ | 29,512.77 |
| Wayne State College | Choir/Music Festival Fee | $ | 432.00 |
| Willow Lane Education | Media Center Books | $ | 324.17 |
| Yepez, Angela | Interpreting at PTC | $ | 110.00 |
| **Total** | | **$** | **290,053.50** |

# COVER LETTER

February 16th 2024

Bret Schroder; Superintendent
Schuyler Community Schools
120 W 20th St.
Schuyler NE, 68661

Subject: Request for Proposal for a Guaranteed Energy Performance Contract

Dear Mr. Schroder and Schuyler Community Schools,

We would like to thank you for the opportunity to submit Willdan's Proposal. We intend to clearly demonstrate how our partnership will bring the best value to Schuyler Community Schools (District), the Schuyler taxpayers, the local construction industry, and most importantly, the students, teachers, and staff who use the district facilities.

Throughout this RFQ response, we demonstrate how our design-build qualifications set us apart from other firms in the industry. For the District, our future collaboration will be based upon an understanding of your facilities' needs, feedback regarding the District's long-term goals and objectives, and our unique approach to deliver infrastructure solutions in a practical, cost-effective, and well-planned manner.

Our proposed team includes the design, construction management, and performance maximization expertise needed to ensure the successful execution of your projects, and most importantly, the long-term sustainable performance of your District facilities.

*In addition, Willdan is a Teaming Partner with the Department of Energy for the Renew Americas Schools Grant. In Round One there were more than 1,000 applications submitted across the country with only 24 projects selected for funding. Willdan is a teaming partner on two of the 24 selected projects in Warner, OK and White River, SD. Together these two districts' grants total $26.9M. Round two of this grant is currently scheduled to be announced in the spring of 2024. We feel we have a winning format for this grant submission, we know the process, and would honor the opportunity to work with your District to pursue this grant funding for your facilities.*

We feel strongly that our comprehensive grant support services, engineering experience, turnkey construction expertise, and commitment to Schuyler Community Schools uniquely positions us to deliver the highest-quality solutions at the lowest long-term cost – making us the clear choice for your project.

If you have any questions as you review this proposal and consider our firm as your partner, please do not hesitate to contact me for clarification or additional information. We look forward to proving ourselves to the District as a trusted partner for many years to come.

Respectfully submitted,

David Villines
Business Development Manager
Willdan Performance Engineering

Proposal to: **Schuyler Community Schools**

Request for Proposal (RFP)

Guaranteed Energy Performance Contract Project

**February 16th, 2024**

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# 1. Company Information

**Point of Contact | David Villines**
816-215-1883
dvillines@willdan.com

**Address of Primary Office Serving this Project**
200 Oak St. Bonner Springs KS 66012

## Firm Overview

Willdan Performance Engineering, a division of Willdan Group, Inc, specializes in facility infrastructure improvement projects delivered through an **in-house integrated project team delivery model**, including Design-Build and Energy Performance Contracting.

Our division philosophy grew out of our leaderships' experiences from the owner's side of the table. After witnessing the best and worst in project delivery, they set out to redefine successful turnkey project delivery by focusing on addressing long-term needs and ensuring a better outcome for our clients. This experience keeps Willdan's approach grounded and remains at the heart of our mission today: to bring **accountability**, **reliability**, and **superior performance** to those we set out to serve.

Willdan Group, Inc. is a professional engineering and construction services firm with 59 years of experience and more than 1,500 employees providing solutions to clients in the public sector. Willdan, headquartered in Anaheim, California, operates a network of 57 offices across the United States. **Our Bonner Springs, Kansas office will provide all services for this opportunity.**

## Range of Services & Capabilities

Willdan's service offerings span a broad set of complementary disciplines that include engineering and planning; energy efficiency and sustainability; construction management and commissioning; financial and economic consulting; and cutting-edge software analytics. Willdan provides integrated technical solutions to extend the reach and resources of its clients and provides all services through its specialized subsidiaries.

Willdan's full-service professional design and construction management is most relevant to the needs of the District.

### In-House Professional Services

Our in-house expertise allows for a single point of contact and a **single source of accountability for our clients** throughout the design-build process. By using in-house design and construction management professionals, Willdan can provide all major construction services required to fully develop project scope, procure qualified subcontractors, ensure transparent fixed-cost pricing, manage on-site implementation, coordinate, and provide all post-construction support, training, and warranty services, and ensure the successful outcome to your community.

**We ensure Owners a truly collaborative process through direct lines of communication and a single source of accountability for the project outcome.**

| PROFESSIONAL ENGINEERING | CONSTRUCTION | ENERGY FOCUSED |
|---|---|---|
| Facility Assessment | General Contracting | Energy Savings Guarantees |
| Building Benchmarking | Construction Management | Guaranteed Maximum Price |
| Energy Auditing & Modeling | Construction Administration | Utility Participation |
| Life Cycle Cost Analysis | Testing & Balancing | Grant, Incentives & Rebates |
| MEP Engineering Design | Commissioning | Energy Star |
| Master Planning | Warranty Services | LEED |
| Measurement & Verification | O&M Training | Energy Master Planning |

## Equipment Manufacturer or Supplier Partnerships

Willdan does not manufacture, sell, distribute, or install any specific equipment or system, nor are we affiliated with any brand or product. We approach equipment selection based upon customer preference, best application, and stringent design standards.

## Limited Partnerships or Third-Party Consultants

In the event of a successful company selection, we intend to utilize specialty professional design consultants to bring added value to the Design-Build Team, the District, local construction industry and economy. Consultant partners may include architect, structural engineer, geotechnical, civil engineers, and security systems experts, among others whose local knowledge will improve the project outcome.

## NAESCO Certification

Willdan is NAESO certified in good standing. A copy of our certification may be found in the appendix.

## DOE Qualified

Willdan is a Department of Energy (DOE) Qualified Energy Services Company (ESCO)

## DOE Grant Teaming Partner

Willdan is a registered teaming partner for the Renew Americas Schools Grant

## Bonding Capacity

The current bonding capacity of Willdan is $300,000,000 aggregate/$150,000,000 single. The current value of bonded projects is approximately $121,000,000. A letter from Willdan's surety company, Travelers Casualty and Surety Company of America, can be found in the appendix.

## Non-Performance

Willdan Performance Engineering has never had any contract terminated by an owner prior to completion for non-performance.

# 1. Client Approach

## On-Going Client Relationship Management

The assigned Relationship Manager will remain fully engaged with the District throughout the entire project and beyond. We strive to build long-term partnerships with our clients, and we know from experience that frequent communication is a key piece of maintaining that relationship. We believe that no project can be completed successfully without the ongoing direction, feedback, and guidance of the individuals who will operate, occupy, and work in the buildings years after the completion of design and construction.

Our team will be fully engaged with District staff to ensure community engagement and internal and external stakeholder comments and input are considered through every phase of our project. Our efforts will always be guided by the District's leadership.

## Internal Communication

We understand the importance of thoroughly communicating with District staff that will be impacted by upgrades. We can adapt a communication plan based on the District's desires. Whether weekly, monthly, quarterly, or other frequency of project update communications are desired, our team can provide written updates as well as progress photos for distribution. We will collaborate with the District to determine how best to present this information.

## External Communication

For communication with citizens and external stakeholders, we will build a customized approach. From explaining the purpose and benefits, to gathering feedback, to promoting this project, our communications and outreach team can support various aspects for these efforts. We can create a range of materials to support and inform citizens including door hangers, flyers, posters, radio/tv ads, a project website, social media posts, and more. To assist the District in promoting the efforts of energy efficiency and resiliency projects, we can create press releases or ribbon cutting events, and collaborate with local media outlets.

> "Working with Willdan was a win-win-win. Our departments got the equipment replacements they desperately needed, our finance department got to pay for the project with savings, and we did the right thing by the environment and our citizens. They helped us create educational materials to inform our citizens about the project, what we were doing, and why. It was above-and-beyond our initial scope with them, but they were happy to jump in and help us share our successes with our citizens. Their measurement and verification plans were the most rigorous we'd seen."
>
> Eileen Horn
> former Sustainability Director
> City of Lawrence

# 2. Project Approach



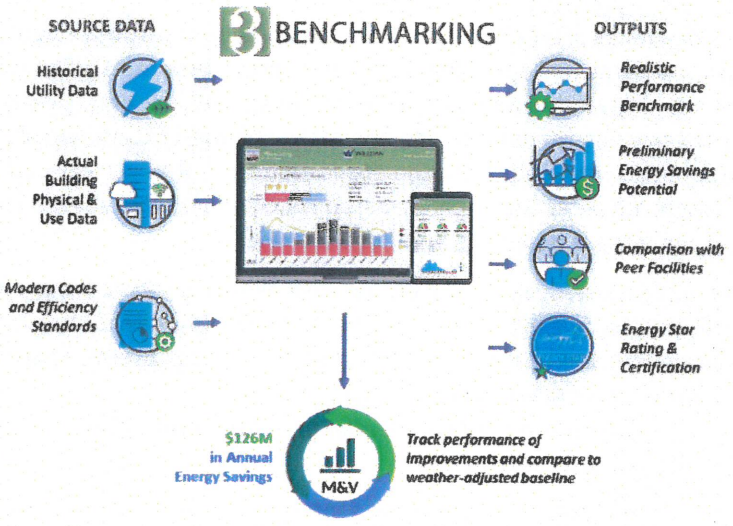

## 2.1 Evaluate & Prioritize

Willdan's in-house subject matter experts employ a consultative approach that starts with gathering qualitative and quantitative information about your specific facilities, operations, barriers, priorities, and goals. Evaluating this data creates a solid foundation for effective collaboration and prioritization of potential energy conservation and facility improvement measures to achieve your goals.

*Audit Approach to Identifying Building Conditions and Prioritization*

| | EVALUATE & PRIORITIZE |
|---|---|
| **Stakeholder Interviews** | ▪ Engage administration and stakeholders in discussion to understand future capital plans and long-term goals<br>▪ Engage site operating personnel in discussion to help identify major issues or potential capital improvements meriting further study |
| **Utility & Maintenance Analysis** | ▪ Statistical analysis of a building's energy usage in relation to its square footage, benchmarking the results from other buildings of similar size and function<br>▪ Review maintenance expenditures to identify major issues, regardless of energy index |
| **Site Operation & Schedule** | ▪ Complete site walk-throughs to gather additional specific information on mechanical, electrical, plumbing, lighting, building envelope, and technology systems, and operation<br>▪ Conduct as-built drawing and specification reviews, as needed |
| **B3 Benchmarking** | ▪ Buildings, Benchmarks, and Beyond (B3) is Willdan's custom online tool that quickly and accurately identifies buildings with the greatest potential for energy improvement – and maximum return on investment |
| **Decision-Making Matrix** | ▪ Evaluate each facility with the following key inputs: opportunities for reduced energy and maintenance expenditures, B3 Benchmarking, capital priorities, and site/infrastructure imminent need |
| **Building Prioritization** | ▪ Discuss matrix results and develop priorities and future project phasing, in collaboration with stakeholders |

Our B3 Benchmarking is a smarter energy analysis tool that allows customers to quickly understand how buildings are performing, and how they could – and should – be performing given the unique combination of size, use, and location. B3 is a cost-effective and accurate tool that prioritizes efficiently and ensures the most benefit from the Technical Energy Audit. **B3 typically identifies that 70%+ of energy savings is in 20% - 30% of buildings**. B3 has user-friendly tools for independent verification of savings achieved.




## 2.2 Design & Bid

### Design

Willdan's industry-unique approach is based on our experience that significant upfront design is the only way to secure accurate pricing. Therefore, after Evaluating and Prioritizing, we start the Design & Bid phase that includes:

- Providing a detailed energy survey and engineering analysis of the buildings
- Identifying facility needs and savings opportunities
- Proposing changes to equipment, operation, and maintenance procedures
- Creating your individual proforma to collaboratively develop the final scope of your project.

*Audit Process to Design, Procurement, and Subcontracting*

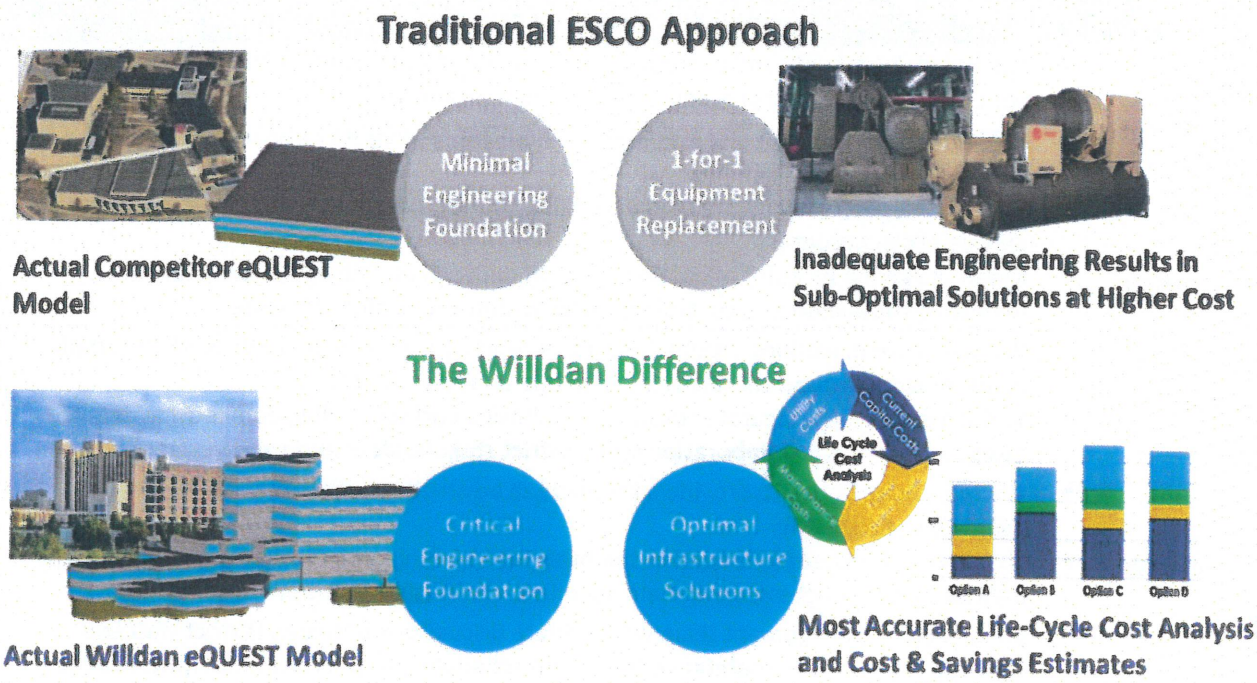
| | DESIGN & BID |
|---|---|
| **Design & Specifications** | ▪ ***Unique to Willdan Approach:*** Willdan engineers develop system design, including schematics, technical specifications of performance, efficiency, and quality attributes of major equipment<br>▪ Construction documents include equipment layout, schedules, schematic design, duct and piping routing, control diagrams, and sequences and are the basis for procurement |
| **Equipment Procurement** | ▪ Equipment Selection: Product independence allows Willdan to use District's preferred equipment manufacturers<br>▪ Equipment Procurement: Solicit competitive bids for equipment and materials from qualified product vendors, with an emphasis on engaging MBE/WBEs where possible |
| **Contractor Procurement** | ▪ Work with proven, local contractors to ensure that any investment into District also benefits the firms that reside in District |
| **Subcontracting** | ▪ Willdan will work with DEIA subcontractors across all project phases<br>▪ Willdan has a rigorous vetting process and will work with District to identify qualified subcontractors as desired |
| **Project Financing** | ▪ Willdan has assisted in securing over $2B in rebates, incentives, and grants to help pay for our client's project improvements |
| **ESPC Contract** | ▪ Finalize a fixed fee proposal for a turnkey project that includes a detailed scope of work, energy savings guarantee, M&V procedures, and training responsibilities<br>▪ Willdan is the only ESCO to develop full design before executing the ESPC, reducing the risk of unknowns, and resulting in better project outcomes |

## Product Selection

Our engineers aren't here to sell you equipment or product upgrades; they're here to design solutions to address your problems while making you more energy efficient. Willdan is intentionally vendor-independent, ensuring that we are not obligated to any equipment manufacturer, vendor, contractor or other third parties, allowing us to evaluate all systems and manufacturers, and make unbiased recommendations. Our solutions are based on customer preference, what is best for the application, and what is most cost-effective. Willdan's rigorous and unbiased analysis is simply not a part of a vendor-based ESCO model, where a vendor-based ESCO is interested in their own product line, not what is best long-term for the owner.

Our custom Life-Cycle Cost (LCC) Analysis allows clients to make clear, informed decisions about facility upgrades. We perform a complete LCC on every competing solution to determine the lifetime cost for each option, selecting the solution that will be most cost-effective over the long term. With accurate savings estimates, clients can leverage operational savings to finance holistic solutions.

- ***Willdan is an industry leader in reducing our clients' capital demands by maximizing the use of incentives, rebates, and grants***
- Accurate savings estimates inform a real performance guarantee, helping clients pay for more improvements




## 2.3 Construction

On-site managers communicate with personnel and minimize the impact of construction on our clients' daily operations.

- Construction oversight helps optimize system installation by involving the client, design engineers, and contractors
- Client-focused scheduling minimizes disruptions to client routines
- Weekly project updates during construction and commissioning
- Turnkey delivery, with responsibility for success in all aspects of the project

A well-planned start is essential to managing a project correctly, efficiently, and on time. Willdan's proven track record for ensuring organized project management and on-schedule implementation is based on the approach outlined in the table below and used for any District project.

Willdan implementation and project management approach.

| | MANAGEMENT DURING PROJECT CONSTRUCTION |
|---|---|
| **Onsite Construction Management** | ▪ Willdan's in-house construction manager is **onsite for the entirety of the implementation phase**<br>▪ The lead construction manager will **coordinate scheduling to minimize disruptions and maximize efficiency** across the various trades implementing the project scope |

| | MANAGEMENT DURING PROJECT CONSTRUCTION |
|---|---|
| **Project Management Plan (PMP)** | ▪ Finalize requirements and procedures for implementation, safety plan, integration, commissioning, testing procedures, and communications plan<br>▪ **Clearly assign responsibility and develop a master schedule** to maintain a common set of activities for project elements |
| **Weekly Coordination** | ▪ Our construction management and installing contractors **meet with District staff weekly** to discuss project progress<br>▪ Meeting agenda includes maintaining critical path scheduling and information flow, reviewing routine quality control inspections, and addressing any issues |
| **Schedule** | ▪ We specialize in working around building occupancy requirements. We work to **complete invasive work around the District's schedule to avoid disruption**<br>▪ Willdan establishes accurate construction phasing and scheduling details using detailed design and through **collaboration with District stakeholders and subcontractors** |
| **Project Coordination** | ▪ We require all trades to provide a **three-week advance schedule for each weekly coordination meeting**<br>▪ **"Look ahead" schedule is used as the basis for planning and communication** with local utilities, subcontractors, equipment suppliers, and facility personnel |
| **Project Schedule** | ▪ Construction management team will facilitate discussions between District staff and subcontractor staff to **maintain critical path scheduling and information flow, review routine quality control inspections, and address any issues** |
| **Scope Changes** | ▪ We provide a **fixed cost, turnkey ESPC contract**<br>▪ **If a Willdan omission or error requires a change in scope, Willdan covers the cost of this change** |
| **Iterative Fine-Tuning** | ▪ Our commissioning (Cx) agents help finalize Cx procedures to be used during construction, building upon the critical foundation set in the Technical Audit<br>▪ All **post-construction support is managed by Willdan**, for full accountability to District |

## Construction Management

We will draft a Program Management Plan (PMP) to capture decisions and document the agreed path forward for all stakeholders. This comprehensive document will include all requirements and procedure for each phase of the program including project definition, design standards, equipment selections, development, procurement guidelines, implementation plans, safety plan, integration, activation, commissioning, and testing procedures. It also will include our communications plan which will detail plans for regularly scheduled stakeholder meetings, reporting. Recognizing the project will span across many systems, the PMP will address mechanical, electrical, and plumbing; security, information, and technology systems; special systems; and utilities.

To ensure information will be shared and coordinated across project scopes, our project team will dedicate efforts to understanding and coordinating with requirements of other projects and activities throughout the District, from design through commissioning. Coordination with all other CIP projects will be critical through all phases of the process so that the new systems we design and install dovetail with new District infrastructure. Some examples of their responsibilities include:

- Attending all project meetings for construction projects and special events throughout the District, and schedule special coordination meetings to avoid costly, timely, or nuisance conflicts during construction.
- Coordinating our design team's efforts with the efforts of other active design teams on adjacent projects, including standards and precedents established on those projects.
- Taking responsibility for coordinating with the District's staff on work in occupied areas and associated notification of work and outages to District or school staff and the public.

- Coordinating with Administrators and Teachers to ensure their needs are met and our projects work smoothly into their operations.
- Acting as point of contact for public and staff concerns, and immediately remedy the situation.

## District Communication

Willdan will coordinate all aspects of the project with District personnel to ensure a seamless transition into new systems and infrastructure. Our team's project manager will work closely with the District's project manager and key staff to ensure a smooth project across all stages, including equipment staging, implementation, commissioning, verification, and any ongoing services. Construction activities will be scheduled around facility activities and can be done during evening, weekend, and holiday hours to ensure the lowest impact on facility users.

Our team will utilize various communication tools to transmit information during the project. Web-based project management platforms, like Pantera Tools, offer a seamless way for the design, engineering, and installation teams to transfer information between our team, subcontractors, vendors, and the client.

Pantera will be utilized to support efforts from preconstruction to project acceptance. Pantera will be used to track and manage documents such as, the project directory, RFIs, daily logs, meeting minutes, inspection reports, weekly and monthly reports, submittals, drawings, specifications, and the schedule. Access to current information creates a more efficient and effective project delivery and provides an accurate basis for discussion of field changes when they occur. Key District staff will have access to the system, ensuring that information can be obtained as desired.

### METHODS TO TIMELY DELIVERY

- Initial construction schedule expectations, along with factors that could impact subcontractors' access to facilities, are established as part of preconstruction planning and recorded as part of the Owner's Project Requirements.
- We involve all stakeholders –clients, subcontractors, and equipment providers – in creating a final project schedule. All parties formally agree on the project schedule before project commencement.
- Our construction managers document the schedule with agreed-upon completion dates, including work activities, responsibilities, durations, logic, and quality control efforts in our web-based project management platform. Buffers are included allowing for unforeseen situations that may arise during implementation.

Our team's extensive experience in project management will be supported by real-time field updates to ensure the project is completed on time and within budget. While Pantera and other software may be used to communicate, our team understands that there is no substitute for frequent face-to-face meetings, calls, emails, and other methods of communication during complex public improvement projects.

## Submittal Approval

We generate and maintain a comprehensive submittal log that reflects the requirements in our project specification package. As submittals are ready for approval, they are distributed to the project team, including engineers, commissioning team, and staff for review.

Review comments from all parties are sent to our Engineer of Record, where they are then consolidated into one list for distribution to the vendor or contractor. These comments and responses are tracked in the submittal log for a living and transparent record for all parties.

## Support for client calendar and events

Our dedicated project team has worked across multiple facility types with strict working procedures, such as secured lockdown facilities, emergency services facilities, and of course schools. Work schedules are defined through careful collaboration and engagement between the Willdan project team and District staff.

## Safety practices and procedures

Our culture of safety and our commitment to executing our safety plans ensures the wellbeing of our clients, staff, subcontractors, and other parties associated with our projects. Incident prevention is our highest priority. Our construction managers perform risk assessments of all projects and develop a site-specific Environmental Health and Safety Plan (EHASP) to complement the District's safety programs and comply with the State requirements.

| Policy Year | Experience Modification Rating (EMR) |
|---|---|
| 2022 | 0.88 |
| 2021 | 0.87 |
| 2020 | 0.89 |
| 2019 | 0.90 |
| 2018 | 0.95 |

All employees and managed contractors are required to follow well-defined safety procedures that not only protect themselves, but more importantly, protect the District's students, patrons, and employees. Incident prevention is our highest priority. As such, our Safety Coordinator will perform risk assessments of all projects and develop Site- and Task-Specific Safety Plans to complement the District's current program. Well-marked access restrictions, visible signage, and daily clean-ups all are strictly enforced to ensure the safety of everyone at the facility. Our safety plan and procedures are consistent with the requirements of the State and the District. We maintain an impeccable safety record and continue to promote safety as our top priority.

As part of a standard Willdan's EHASP, our team takes the following measures:

- ✓ Conducts orientation training for all new employees or contractors working on the project to discuss safety procedures prior to beginning work.
- ✓ Requires both internal staff and subcontractors to complete a job briefing form intended to identify all potential safety hazards on each site before performing work.
- ✓ Requires signed agreements from all workers acknowledging that they have been given an orientation and that they understand the safety rules of the project.
- ✓ Ensures each installation crew conducts a daily safety check before beginning work, including confirming personal protective equipment, and reviewing all equipment required for the job.
- ✓ Construction managers conduct safety inspections and verify that the subcontractor is working safely and following procedures outlined in the EHASP.
- ✓ Well-marked access restrictions, visible signage, construction barriers, and daily clean-ups are all strictly enforced to ensure the safety of everyone accessing the facility.

## 2.4 Closeout

Your complete, long-term satisfaction is our priority, so shortcuts have no place in our process. No firm in this industry has more rigorous commissioning, and we dedicate an in-house construction manager to ensure the smoothest implementation for the client. We are committed to making sure our clients get the best long-term return on their facility investment, every time. Our rigorous commissioning and training are the foundation for optimal and sustainable system performance.

- Our Commissioning Plan provides an in-depth protocol and the foundation for comprehensive system commissioning
- Rigorous commissioning is our standard, with a custom plan that includes phases of iterative functional testing to determine proper sequencing and verify system performance
- On-site, hands-on training for the client's key facilities employees ensures long-term operation and maintenance throughout the equipment's expected lifetime

### Systems Commissioning

A key piece of the ESPC project process that all too often is glossed over is system Commissioning, the systematic process of ensuring that all facility systems perform interactively and acceptable to the owner's operational needs and our design intent. Because Willdan is a full-service engineering firm, we have in-house commissioning experts that are dedicated to rigorous system testing to ensure the desired results are achieved, and our team provides

ongoing owner support well after construction is complete. This process requires the preparation of facility operations personnel, as all HVAC, controls, and lighting systems will be commissioned. Our commissioning process begins in the pre-design phase and ends one year after construction. At the commencement of construction, system functional testing is conducted. Subsequent testing of HVAC systems and controls continues to capture performance in all four seasons. A comprehensive commissioning plan, extensive documentation, and a complete issues checklist is maintained through project management software. This rigorous process ensures every issue is corrected before the project is considered complete.

### Punch-List Process

Our team will provide a thorough close-out process to every scope of work completed. This will include a punch-list with detailed identification of each item that remains incomplete or items that need correctio.

### Owner Training

Willdan delivers technical training to facility owners and operations and maintenance personnel on all new. We typically arrange and facilitate these trainings onsite and we bring in equipment experts to provide advanced technical training on the installed equipment.

We also monitor these training sessions to ensure that they follow the prescribed format and to certify that the content delivered through the training is appropriate for your facility needs.

Willdan provides O&M manuals and training materials for all new equipment that has been installed:

- Work with vendors to develop training materials for training sessions to ensure materials are appropriate
- Provide O&M Plans as part of our standard O&M manuals that include O&M procedures, maintenance intervals, and parameters that must be maintained to achieve projected energy savings.
- Direct support to customers during the guarantee and warranty periods and are available to provide refresher training or training for new staff on systems use and troubleshooting support.

Willdan recognizes that success – both in terms of performance and client satisfaction – hinges on operators understanding how to properly operate and maintain the systems. We will deliver technical training to the District's operations personnel on all new equipment and dynamic systems. We will arrange and facilitate these trainings at the District and we bring in equipment experts to provide advanced technical training and advocate that the District's engineering and facilities staff participate in the functional testing of major systems to gain first-hand knowledge of their design and operation. It is not uncommon for Willdan to support and retrain facilities staff for years after we complete construction. Willdan offers training workshops to be held within the first month of the school year and another mid-year. We can work synergistically with staff and teachers to provide training sessions and ongoing support to help them successfully take care of equipment and implement energy conservation behaviors.

### Post-Implementation Report

We believe in an approach that measures utility savings when the upgrades are complete. Combined with the other pieces of our approach, we can give our clients an International Performance Measurement & Verification Protocols (IPMVP) guarantee. Our true money-back savings guarantee sets us apart. Our work ensures that the client's projected savings translate into real utility savings when construction is done.

- Fine-tuning of system maintains client comfort, including temperature, humidity, air flow, light levels, and sounds
- Energy verification with ongoing monitoring and system updates mean Willdan projects typically meet or exceed the savings guarantee

We will provide the District a full description of the energy baseline(s) corresponding with the M&V plan period during a dedicated M&V kickoff meeting. This report details parameters that describe both the energy and water consumed in the baseline year and the conditions that caused that consumption to occur to facilitate accurate M&V of guaranteed savings. Factors including utility consumption and demand data; weather; building physical and thermal properties; energy consuming equipment and system parameters; space temperature setpoints and

schedules; facility use and occupancy schedules; and other key information describing base-year conditions are outlined in this report. We do not adjust our baseline or savings for changes necessary for project implementation. Only District-initiated scope changes during construction are subject to adjustment.

### Provision of Record Documents

Accurate as-built drawings are as important to future facility operation as the O&M manuals delivered at the end of the construction process. Up-to-date documentation makes the generation of record drawings seamless at the end of construction and provides an accurate basis for discussion of field changes with all project stakeholders when they occur. Documents are provided in both hard copy and electronic form (AutoCAD and PDF format) to our clients, or as requested.

### Support Services

Willdan provides ongoing assistance after construction to guarantee complete, long-term customer satisfaction.

- Our Operation & Maintenance procedures require specific, detailed operating manuals from contractors to ensure the client is best equipped to operate all systems
- Warranty support helps the client understand and resolve related issues
- Monitoring and adjusting new systems ensures the client enjoys optimal performance in the short- and long-term
- Post-project marketing helps clients communicate project successes to key stakeholders

We have the in-house capabilities to be on-call at all times and respond in a timely manner before, during, and after construction, including warranty support, monitoring, operations, and maintenance. We also provide maintenance staff with in-depth training after installation and M&V. We will arrange for clients to receive extended warranties from all manufacturers of equipment provided as part of the project. Each of the warranties shall be for the maximum warranty available from the manufacturer of the equipment - ranging from 1-10 years, and will provide for repair, replacement, installation, and payment for loss of use. We work closely with vendors and local utilities to provide 24/7 service and support to our customers including providing technical training for Owner's facility personnel, developing training manuals for facility staff and start-up manuals, operations manuals, and quick reference guides.

## 3. Project Personnel and Staffing

***Key personnel of the firm including the educational background, experience on similar projects, and qualifications for the role on this project.***

| | Name and Tile<br>Base location | Intended Role | Level of expertise |
|---|---|---|---|
| 1 | David Villines – Relationship Manager<br>Willdan staff<br>Kansas City | Primary Customer Interface | 40 years of K-12 ESCO and construction experience in project management and executive leadership roles. |
| 2 | Jorge I. Roman - Director<br>Willdan staff<br>Out-of-state support | Regional Manager | 21 years of exp. in guaranteed-savings projects. Oversight of all divisional personnel. |
| 3 | Angie Boone – Regional Manager, Project Development & Engineering<br>Willdan staff<br>Kansas City | Project Development/Engineering | 20+ years of engineering, efficiency and demand response programs, design, and other roles. Oversees regional project development and engineering. |
| 4 | Tom Black - Director of Construction<br>Willdan staff<br>Out-of-state support | Construction Management | 30 years of exp. in project and construction management roles. Oversees construction staff. |
| 5 | Mark Effinger, PE - Director of Commissioning<br>Willdan staff<br>Out-of-state support | Training, Commissioning | 18 years of exp. providing system commissioning, M&V, and ongoing support services. Oversees all Cx and M&V staff. |

# 4. Experience

***List of 5 most recent educational projects your company has completed.***

## 4.1 Recent K-12 Projects

| Project Name | Scope | City and State |
|---|---|---|
| Trinidad School District (Willdan) | Construction, Major Renovation 2 phases ~$21M | Trinidad, CO |
| Pueblo District School District D-70 (Willdan) | New Construction, Renovation 3 phases ~$72M. Phase 4 2023 ~$17M | Pueblo, CO |
| Vancouver Public Schools (Willdan) | HVAC, Controls, Building Envelope, Lead abatement, 2023, $6,012,962 | Vancouver, WA |
| Escondido Union School District (Willdan) | Solar PV-Shade Structures, EV Chargers, Transformer Upgrades, Controls, HVAC, Lighting | Escondido, CA |
| Baldwin USD 348 (Willdan) | Lighting, HVAC, Controls, Envelope | Baldwin City, KS |

## 4.2 Highlighted Project Experience

### Trinidad CO D1 School District

Willdan served as the ESCO Prime Consultant, Builder and Engineer of Record for the Trinidad D1 Schools renovation project. This District needed major upgrades for its buildings within a limited budget including core infrastructure improvements and windows in their Middle School that was listed as a historic landmark. The Willdan team worked with Trinidad Schools on their public promotion of their Bond Campaign and helped secure millions of dollars in state grant funding for the project.

**Phase 1 was the Middle School: Total Project Cost = $15.4M**

- Major interior classroom renovations
- Parking lot replacement
- Full HVAC and controls upgrade
- Electrical system upgrade
- Lighting
- New windows

**Phase 2 was the High School: Total Project Cost = $5.4M**

- HVAC and controls upgrade
- Security Entry Vestibule
- Lighting Upgrades
- Plumbing Upgrades
- Roof replacement and caulking

## Pueblo CO D70 School District

Willdan served as the ESCO Prime Consultant, Builder and Engineer of Record for the Pueblo D70 Schools renovation project. This District needed additional classroom space and major upgrades for its buildings including core infrastructure, parking lots and security improvements. The Willdan team worked with Pueblo Schools on their public promotion of their Bond Campaign.

**Phase 1 (2018 ESPC): Total Project Cost = $14,353,035**

- HVAC Upgrades at multiple schools
- LED lighting upgrades at all school District wide

**Phase 2 (2021 Summer Bond Construction): Total Project Cost = $18,087,831**

- Roof replacements
- HVAC and controls upgrades
- Electrical infrastructure upgrades
- New parking lots and parking lot replacements
- Security improvements (new CCTV and PA systems, adding badge access to exterior doors, security windows)
- New bleachers, new gym floor
- New flooring
- Interior and exterior paint
- New casework

**Phase 3 (2022 Bond Construction): Total Project Cost = $39,471,520**

- Roof replacements
- HVAC and controls upgrades
- Electrical infrastructure upgrades
- New parking lots and parking lot replacements
- New CCTV and PA systems
- Window replacements
- Indoor pool repairs and resurfacing
- **Three new classroom additions**
- New playground
- Interior renovations/configuration of spaces

**Phase 4 (2023 Bond Construction): Projected Total Project Cost = $17,440,649**

- **Two new classroom additions**
- New parking lots and parking lot replacements
- Foundation settling repairs
- Major interior renovations
- HVAC and controls upgrades
- Electrical upgrades

## 5. Past Record of Performance

***Past record of performance including the ability to work within budget constraints, ability to meet schedules, warranty support, and track record on energy savings guarantees***

Willdan prides ourselves on our ***No Change Order*** policy and has a proven track record to deliver budgets without any overages. Unlike other ESCO's that take the "design phase" to 30% to establish pricing, Willdan takes our designs to 60-90% before we establish pricing with local subcontractors and vendors. This extra effort allows us to deliver confidence around budget, construction schedule and minimizing risk for our customers. Our warranty management team and local trade pros are available 24/7 to handle calls and troubleshooting our customers may experience during the warranty period and beyond. To date Willdan has delivered over 120% of our guaranteed energy savings on ESPC projects with minimal savings shortfalls. On the limited number of shortfall projects, we have corrected the savings in a timely manner.

# Measurement and Verification/Guaranteed Savings

***Describe the approach to determining energy reduction projections as well as the methodology for measuring and verifying actual energy savings for the District.***

Our Energy Savings Guarantee is the most robust guarantee in the industry because we leave nothing to chance when we design and engineer a project. The District's Measurement & Verification analysis and reporting will be completed by our IPVMP Certified M&V Manager Mark Effinger, who has over 17 years of experience in M&V.

We are committed to achieving our cost savings guarantees. Each M&V Plan and Report details the savings generated from the implemented energy efficiency measures. Reports are customized and aligned with the M&V Plan; however, common details included in the M&V reports are electric performance relative to baseline period, fuel performance relative to baseline period, water performance relative to baseline period, dollar expenditures relative to baseline period, details of M&V methodologies employed, overview of any baseline adjustments employed, weather normalization data, and explanations of any extraordinary factors or anomalies.

Energy and Water Savings: During the audit, dollar savings are determined by applying actual utility rate tariffs observed by the owner to measure an calculate energy and water unit savings. Although using the true original utility rate tariff is preferred, we work closely with the owner to evaluate when an average blended rate, utility rate escalation factor, or different utility rate should be applied to energy and water savings. While we normally use the true original utility rate tariff, we are open and flexible to meet the owner's needs if they prefer the use of an average blended rate or a utility rate escalation factor.

## 6.1 Savings Methodology

We work closely with each customer to understand their desires and needs to develop an appropriate approach to our guaranteed energy savings calculations that both fulfills IPMVP (International Performance Measurement and Verification Protocol) and satisfies the owner and all interested parties. The IPMVP provides four distinct approaches to measure energy savings, and we spend time to educate the owner about the different options available, which ones can be used for the projects being implemented, their level of accuracy and precision, their cost, and the details of how it will apply to a particular upgrade. We come to a mutual agreement with the owner to custom tailor a suitable approach to the projects being implemented.

Our approach is to guarantee the energy savings in energy terms (kWh, therms, gallons of oil, etc.) and we typically use the utility rates in effect at the time of our contract to determine the cost savings. The utility rates that we use are agreed upon with the owner, and they are stated in our contract with the owner. We are flexible in our approach, and if the owner prefers us to use an average blended rate or include a utility rate escalation factor we can use these approaches as well to calculate the dollar savings.

***IPMVP Methodologies***

| IPMVP Option | Example Application |
|---|---|
| **Option A: Partially Measured Retrofit Isolation** | If only simple measures such as lighting or plumbing retrofits are performed in a facility |
| **Option B: Retrofit Isolation** | For installation of a variable speed drive on an existing constant speed pump or fan motor |
| **Option C: Whole Facility** | Comprehensive facility upgrades which address multiple systems that will have a significant impact (>15%) of a building's metered consumption. This is Willdan' preferred and most used IPMVP Option for evaluating guaranteed savings. |
| **Option D: Calibrated Simulation** | Instances where baseline building performance is unavailable, as in the case of a recently constructed facility |

***Comprehensive Samples of Calculations for Individual Facility Upgrades***

| Measure | Method | Measurement Procedure & Metering |
|---|---|---|
| **Lighting** | IPMVP Option A: Key Parameter Isolation. | We measure the lighting power (kW) before and after the upgrade of a representative number of light fixtures or lighting circuits, using a true power meter (measuring volts, amps and power factor). We can utilize assumed annual hours of operation that we agree upon with the owner, or we can utilize portable data loggers (or dedicated lighting circuits) to determine annual operating hours. |
| **Boilers** | IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would install meters to measure the boiler fuel consumption and boiler heat output, to assess the efficiency of the boilers over their full range of operations. Savings would be measured by applying the observed efficiency improvement to an estimated annual boiler load. |
| **Chillers** | IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would install meters to measure the chiller electric consumption and chiller cooling output, to assess the efficiency of the chillers over their full range of operations. Savings would be measured by applying the observed efficiency improvement to an estimated annual chiller load |
| **Motors** | the IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would measure the motor power (kW) before and after the upgrade of a representative number of motors, using a true power meter (measuring volts, amps and power factor), and utilize estimated annual hours of operation that we agree upon with the owner |
| **Drives** | IPMVP Option B: Retrofit Isolation – All Parameter Measurement | We would measure the motor power (kW) for a period of time before the upgrade and measure the motor power (kW) for a period after the upgrade, using a true power meter (measuring volts, amps and power factor). The length of time for the pre-upgrade and post-upgrade metering would be if needed to capture a wide range of operating conditions that would be representative of a full year of operation. |
| **Envelope Measures** | IPMVP Option D: Calibrated Simulation | When we replace entire facility roofs or perform window replacements with high efficiency windows, the overall impact to annual energy consumption is sometimes lower than what can be properly evaluated and measured directly at the meter. In these cases, we are relying detailed energy models and computer simulations to calculate the energy savings of these improvements. |
| **Controls (Including Ventilation Measures)** | IPMVP Option C: Whole Building | We utilize the existing electric utility and natural gas utility meters to collect the baseline data and the post-upgrade data. Then, we compare the baseline billed energy use to the post-upgrade billed energy use to determine the measured energy savings. |

## 6.2 Post-Implementation Monitoring

Well before a project is in the formal M&V phase of a project and prior to entering a construction implementation contract, our team works with our customers to clearly identify the methodology that will be used to verify energy savings. To ensure a smooth and successful M&V process, we work with each client to create an M&V Plan that incorporates shared expectations regarding energy savings measurement methods and reporting. We maintain regular contact with the client regarding actual performance throughout the M&V period and document the actual performance as desired and defined in the M&V Plan. Key performance criteria most commonly include energy consumption, comfort conditions, lighting levels, and key operating parameters.

Our primary goal at the conclusion of any project is to leave the customer and their staff with the knowledge and experience that they will need to operate and maintain their new equipment well into the future effectively and efficiently. We as a company do not perform in-house service or maintenance; however, we often facilitate relationships with service contractors to assist clients with limited maintenance capabilities with their maintenance needs.

## 6.3 Savings Shortfalls

Our payment terms and procedures in terms of the guarantee are very straightforward. For M&V procedures involving an annual reconciliation Willdan writes a check for the difference between the guaranteed savings and the

MARCH 20, 2024

# Audit Proposal

## Schuyler Community Schools


SUBMITTED BY:

Abby Janzing, CPA

abby@forward-cpa.com

402-979-7046

March 20, 2024

Dr. Bret Schroder
Schuyler Community Schools
120 W 20th Street
Schuyler, NE 68661

Dear Dr. Bret Schroder:

On behalf of Forward CPA, LLC, I am pleased to present this proposal to provide audit services for Schuyler Community Schools. I am honored and excited to be included among the firms you are considering for this important engagement, and I believe this proposal will clearly demonstrate that my qualifications are uniquely suited to deliver the services required by Schuyler Community Schools. In the pages that follow, I will describe in detail how my expertise, audit approach, and commitment to client service will benefit Schuyler Community Schools.

- Industry experience specific to your needs: I have extensive experience providing audit services to governmental entities, including Nebraska school districts. I am well-versed in the regulatory requirements governing school district audits in the state of Nebraska.
- Partner-level attention: I am committed to regular client collaboration throughout the year.
- Streamlined Processes: Utilizing advanced technology and software, I will streamline the audit process, minimizing disruptions to your daily operations. My efficient approach will make the audit process as smooth and painless as possible.

I look forward to building a long-lasting business relationship with Schuyler Community Schools, and I believe this proposal will demonstrate my expertise and ability to manage your engagement and exceed your expectations. If you have any questions or would like additional information, please do not hesitate to contact me directly.

Very truly yours,



Abby Janzing, CPA
Owner
402-979-7046

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# About Forward CPA, LLC

Forward CPA, LLC is a trusted partner in providing exceptional audit services to school districts. The firm is committed to utilizing cutting-edge technology to streamline the audit process, ensuring a painless and efficient experience for clients.

At Forward CPA, we understand the unique challenges faced by school districts and the critical importance of maintaining accurate financial records and compliance. With our in-depth knowledge of the Nebraska school system and extensive experience in auditing school districts, we are well-equipped to support you throughout the entire audit process.

Located in Omaha, we are proud to serve school districts across the state of Nebraska. Our local presence allows us to establish close relationships with our clients, enabling us to provide personalized attention and tailor services to meet your specific needs. We are committed to fostering a collaborative partnership with your business manager, walking alongside them every step of the way to ensure a seamless and successful audit.

Utilizing advanced technology tools and software, we aim to simplify the audit process and minimize disruptions to your day-to-day operations.

# Audit Approach

Having successfully served clients like Schuyler Community Schools, we will leverage our industry expertise, proven audit approach, and automated tools to provide an objective audit with minimal disruption to the district's staff. The knowledge we have gained through a decade of experience serving organizations like Schuyler Community Schools has allowed us to tailor our audit approach to yield maximum effectiveness and efficiency.

Forward CPA utilizes a top-down, risk-based approach. This approach sets a scope based on entity-level controls such as control environment, financial reporting risk assessment, information and communication controls, and financial reporting competencies. In conjunction with the financial statement audit, we also document and, if deemed appropriate, test controls of applicable areas.

The purpose of an audit is to express an opinion on an organization's financial statements. We aim to build long-term relationships with clients by developing a tailored audit approach. To best serve Schuyler Community Schools, primary focus areas during the engagement will include internal controls and compliance with state and federal reporting requirements.

Aspects of engagement management that will ensure the highest quality audit, value-added services, and seamless coordination with management include the following:

- We are current with technical updates and continuing education.
- We are very flexible and responsive to changes in circumstances throughout the engagement: we monitor the progress of the engagement regularly and make adjustments and changes to the audit plan, as needed, based on results during the audit.
- We organize and coordinate information and tasks internally and with clients, which makes for an efficient audit and minimal disruption to clients.
- We maintain open and frequent communication throughout the year.
- We make the audit process as streamlined, automated, and technologically feasible as possible, which will include requesting information to be provided by you in electronic format, when possible, and using a paperless file.

# Deliverables

## Financial Statements

We will draft the financial statements on the modified cash basis of accounting including the supplementary Schedules of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis - Budget and Actual in the format prescribed by the Nebraska Department of Education for Schuyler Community Schools for the years ended August 31, 2024, 2025, and 2026. We will draft them with the assumption that they will be reviewed prior to issuance and District personnel will be asked to review the draft information and accept responsibility for overseeing the completion of the drafts.

## Single Audit

If required, we will complete a single audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## Audit Opinion

We will issue a report on the fair presentation of the financial statements in conformity with the modified cash basis of accounting and a report on compliance and internal control over financial reporting based on an audit of the financial statements. We will file a copy of the final report with the Nebraska Auditor of Public Accounts on or prior to November 5th.

## AFR Upload Process

We will assist with the Annual Financial Report (AFR) upload process to the Nebraska Department of Education on or prior to November 1st.

## Attendance Testing

We will perform tests of compliance with the calculation of Average Daily Membership reported on the Annual Statistical Summary Report as specified in 92 NAC 2, requirements of the Nebraska Budget Act (commencing with Section 13-501 R.R.S.), and the Tax Equity and Educational Opportunities Support Act (commencing with Section 79-1001 R.R.S.).

# Audit Phases

| | |
|---|---|
| **Preliminary Communication** | • Facilitate a client planning meeting to gain an in-depth understanding of the district.<br>• Develop a list of client assistance schedules, timelines for all parties, and deliverable expectations.<br>• Review minutes of the board of directors. |
| **Understanding and Evaluating Controls** | • Review accounting policies and procedures.<br>• Understand internal control documentation and perform walkthroughs.<br>• Identify organization risks, controls, inherent risks, and preliminary materiality.<br>• Identify transactions and processes to test further. |
| **Application of Analytical Procedures** | • Develop analytical expectations.<br>• Review of preliminary financial data.<br>• Study plausible relationships of financial data to nonfinancial data.<br>• Inquiry with management. |
| **Development of Audit Programs** | • Develop specific procedures by area based on an assessment of controls and auditing procedures.<br>• Develop sampling plans for testing.<br>• Select and mail confirmations. |
| **Year-End Fieldwork** | • Review and understand internally generated reports, supporting schedules, and reconciliations, etc.<br>• Gather evidential matter.<br>• Perform substantive testing based on developed audit programs.<br>• Make additional inquiries based on the results of substantive testing.<br>• Perform final analytic and determine final materiality.<br>• Completion and summation. |
| **Report Preparation** | • Review draft financial statement report and required communication letters with those charged with governance.<br>• Obtain management letter and issue final report. |

# Proposed Fee

## FOR FISCAL 2024, 2025, AND 2026

Forward CPA is committed to establishing a long-term, mutually rewarding relationship with the District. The foundation of this relationship begins with an understanding of your organization and internal control. Accordingly, we will not charge for the non-recurring time that must be expended in the first year of the engagement to obtain the necessary background and understanding of your control environment. We take this opportunity to spend as much time as necessary to familiarize ourselves with your operations, books and records, and philosophies. This investment is expected to exceed 15% of the estimated first year's budgeted hours.

In developing the fee, we consider the degree of responsibility assumed, the complexity of the engagement, and the special skills necessary to solve problems. Based on our discussions, and on an assumed level of cooperation from your staff, we are proposing to perform the following services:

| Fiscal Year | Financial Statement Audit | Single Audit |
|---|---|---|
| Year ending August 31, 2024 | $16,000 | $6,000 |
| Year ending August 31, 2025 | $16,500 | $6,500 |
| Year ending August 31, 2026 | $17,000 | $7,000 |

Where services you explicitly request fall outside the nature, scope, and objectives of the engagement as agreed, we commit to submitting to you a proposal, under a separate cover, for the additional fees that will be required before commencing work.

We will not charge the District for every minor inquiry or phone call that you make, including technical questions. We want to encourage communication throughout the year that will allow us to assist you proactively rather than reactively.

If we need to spend significant time responding to one of your inquiries, or if significant additional time over the anticipated scope of work is projected, we will discuss the circumstances with you and arrive at a new estimate before any additional time and costs are incurred. These circumstances will result only from a material change in the existing structure or operating characteristics of your organization, from a deficiency by the District personnel in generating the accounting records necessary to perform the engagement, or from the issuance of new accounting and/or auditing pronouncements that would require us to incur additional time.

# Audit Timeline

| Timeframe | Task |
|---|---|
| May | Finalize client acceptance and issue engagement letter |
| June/July/August | Audit planning meetings with Superintendent and Business Manager |
| September/October | Commence Year-End Fieldwork |
| October 25 | Provide draft of Independent Audit Report |
| November 1 | Upload Annual Financial Report to the Nebraska Department of Education |
| November 5 | File Independent Audit Report with Nebraska Department of Education and Nebraska Auditor of Public Accounts |
| November | Within 30 days of the report date, we will file a data collection form for the single audit with the Federal Audit Clearinghouse. |

# Abby Janzing, CPA

www.forward-cpa.com

abby@forward-cpa.com

1-402-979-7046

## LICENSURE:

Licensed as a CPA in Nebraska and Iowa.

## EDUCATION:

Bachelor of Arts Degree in Accounting and Business Administration
Northwestern College, IA

## PROFESSIONAL AFFILIATIONS:

Member of the American Institute of Certified Public Accountants (AICPA)
Member of the Nebraska Society of CPAs

## AUDIT EXPERIENCE:

Experience auditing school districts since 2014.
Extensive experience in financial statement audits, and single audits under the Uniform Guidance.

## INDUSTRY EXPERIENCE:

Intermediate Single Audit Certification through the AICPA
In-depth knowledge of financial reporting standards applicable to school districts
Familiarity with relevant regulations and compliance requirements.

# References

## KIM BERAN:

Superintendent, High Plains Community Schools
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## TONYA BANNISTER:

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## MATT FARUP:

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Email: mfarup@wakefieldschools.org

# For inquiries, contact me.




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**EXHIBIT "C"**
**Invitation to Bid**

**[ATTACH ITB]**

**INSTRUCTIONS TO BIDDERS**
**HIGH SCHOOL METAL ROOF INSTALLATION**
**SCHUYLER COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** Colfax County School District 19-0123, commonly known as the Schuyler Community Schools (School District or Owner), is requesting proposals from qualified individuals or entities for the installation of a metal roof on the high school roof. Project details are as follows:

   A. Scope and Nature.

   Job Location – High School

   All work will need to coordinated with the installation of new rooftop HVAC units.

   Metal Roof with Steel Framework - Build an 18-gauge galvanized steel framework over existing roof and install 24-gauge khaki painted steel standing seam roof panels over top. Panels are hidden clip/ fastener and mechanically seamed together. Area is approximately 38,000 square feet. See attached photograph for actual roof area.

   Flashing - New drip edge, rake edge and ridge cap in same material as roof.

   Gutter and downspout - New commercial gutters and downspouts in same material as roof.

   Warranty - Includes minimum manufacturers 35-year warranty on painted steel and 20-year weather tight warranty.

   Optional Add-On (to be bid separately) - Install blow in fiberglass insulation in attic cavity to get existing R value to R-38.

   B. Site. Schuyler Central High School, 401 Adam St., Schuyler, NE 68661.

   C. Schedule. Construction shall begin on or about May 23, 2024. The project shall be substantially completed no later than August 2, 2024.

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents

required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **PRE-BID MEETING.** All interested bidders are invited to a site visit to be held on **March 19, 2024 at 3:00 p.m.** at the high school. Attendance by bidders is advised.

3. **DEFINITIONS.**

A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidder (and any supplementary instructions); the bid form and any other bidding forms; Agreement for the High School Roof Project; and any Addenda and all other documents listed in these Instructions to Bidder.

B. Definitions set forth in the Agreement or in other Proposed Contract Documents apply to the Bidding Documents.

C. Addenda are written or graphic instruments issued by the Engineer or School District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

4. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:

A. The Bidder has read and understands the Bidding Documents;

B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or

presently under construction;

C. The Bid complies with the Bidding Documents;

D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;

E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;

F. The Bidder has read and understands the provisions set forth in the Agreement for the High School Roof Project;

G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

## 5. BIDDING DOCUMENTS.

A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect or Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing and shall be received by the School District at least seven days prior to the date for receipt of Bids.

C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.

E. Addenda will be available from the School District.

F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

H. Substitution of Materials. All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

## 6. BIDDING PROCEDURES.

A. Preparation of Bids.

(1) Bids must be submitted on the forms included with or identified in the Bidding Documents.

(2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.

(3) Sums must be expressed in numbers unless noted otherwise on the bid form.

(4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

(5) All requested Alternates must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

(6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

(7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind

the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.

(8) A Bidder shall incur all costs associated with the preparation of its Bid.

B. Bid Security. The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the district on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the district would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. Bid Submission.

(1) One copy of the bids and all required documents shall be delivered in a sealed opaque envelope with the Bidder's name, address, and telephone number clearly marked on the cover to Schuyler Community Schools, Attn: Superintendent, 120 W 20th Street, Schuyler, NE 68661.

(2) The lower left corner of the sealed envelope should read as follows: "High School Roof Bid".

(3) Bids will be received until **2:00 p.m. (Central Time) on April 2, 2024**.

(4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.

(5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

(1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the District. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

(2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully

conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

(3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the reasonable satisfaction of the School District, the Bid shall be withdrawn

(4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of 30 days following the opening of Bids.

## 7. CONSIDERATION OF BIDS.

A. Opening of Bids. Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at **2:00 p.m. on April 2, 2024**, or as soon as possible thereafter, in the Office of the Superintendent of Schools.

B. Awarding of Bid. The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on April 8, 2024, or at such other meeting determined by the Board.

C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.

D. Contact with Bidders. The district reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

E. Preference for Resident Bidder. In accordance with Nebraska Revised Statute section 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

F. Disqualification of Bidders. Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

(1) The School District has reason to believe that Bidder has engaged in collusion.

(2) The Bidder being interested in any litigation against the School District.

(3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.

(4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.

(5) The Bidder has not been in the business for at least five years.

G. Unless otherwise prohibited by law, the School District may accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

H. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.

I. Rejection Bids and Waiver of Informalities. The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information 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. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

## 8. BONDS AND INSURANCE.

A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

C. The Contractor shall procure and maintain Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile

Liability Insurance, Commercial General Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.

D. The cost of such bonds and insurance must be included in the Bid.

E. Time of Delivery and Form of Bonds.

(1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.

(2) The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

(3) The bonds shall be dated on or after the date of the Contract.

(4) The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

**9. REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Agreement for the High School Roof Project. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

**10. POST-BID INFORMATION.**

A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the School District:

(1) A designation of the Work to be performed with the Bidder's own forces;

(2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

(3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of

the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

D. Persons and entities proposed by the Bidder and to whom the School District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the School District and Architect.

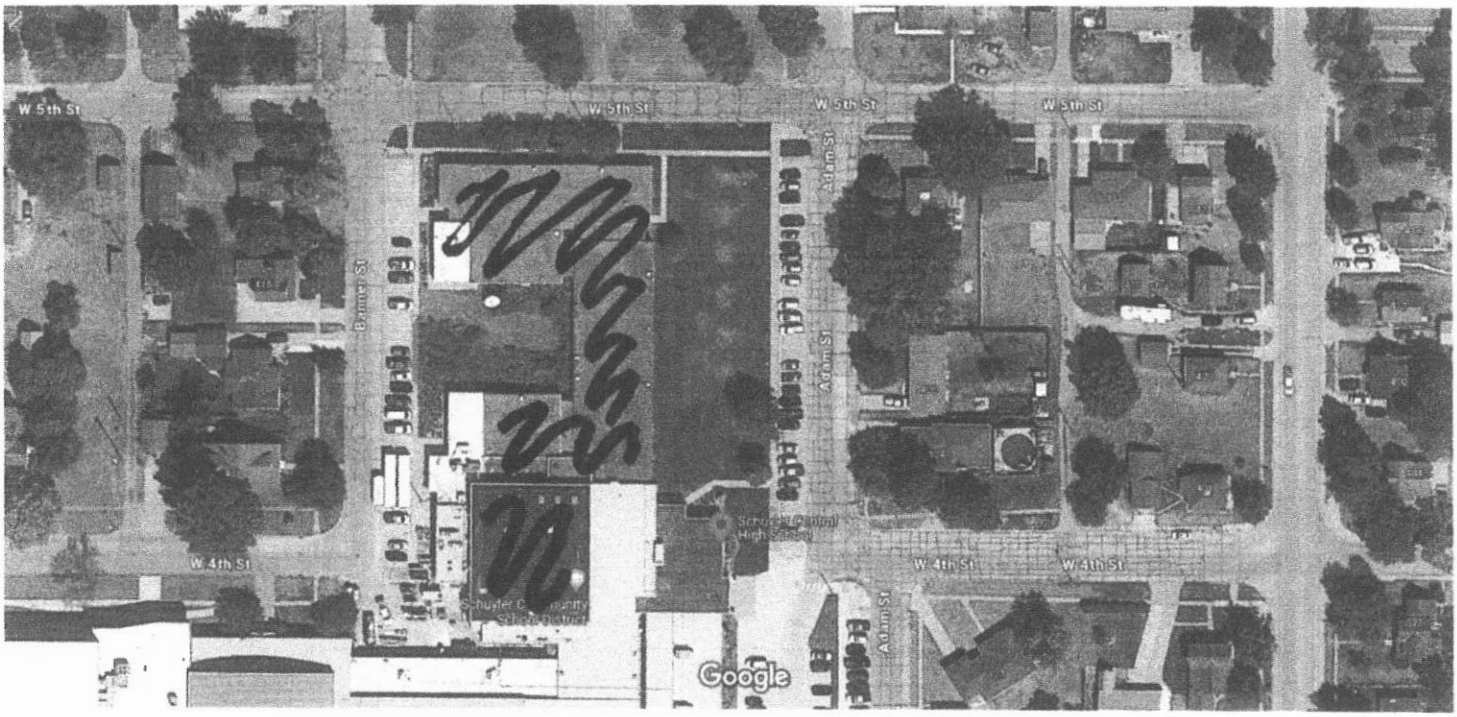
**11. DAVIS-BACON ACT.** The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The applicable wage determination is attached and incorporated by this reference.

**12. INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection in writing to Superintendent Bret Schroder at bret.schroder@schuylercommunityschools.org or Director of Facilities Ron Mundil at ron.mundil@schuylercommunityschools.org.

**Attachments**

Roof Photograph
Bid Form
Construction Contract
Wage Determination

Google Maps Schuyler Central High School




Imagery ©2024 CNES / Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

Approx 38,000 sq ft

**Exhibit "D"**
**Contractor's Bid**

**[ATTACH CONTRACTOR'S BID]**

**Magnum Builders Corporation**
310 E. Cloverly Rd.
Fremont, NE 68025 US

- Nebraska Contractor Registration # 23081-22
- Incorporated in Nebraska Exp. 2/15/25

# Proposal

**ADDRESS**
Schuyler Community Schools
401 Adam St.
Schuyler, NE 68661

**SHIP TO**
High School

**PROPOSAL #** 1869
**DATE** 03/22/2024

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Job Location**<br>High School and Auditorium.<br>Cost covers Davis Bacon wages and bonds. Insurance form, payment bond and performance bond provided upon contract. | 1 | 0.00 | 0.00 |
| **Remove rock**<br>Labor to remove rock from roof. | 1 | 22,000.00 | 22,000.00 |
| **Metal Roof**<br>Erect an 18 gauge galvanized steel framework on existing roof to slope to perimeter of building. Install 24 gauge kynar painted standing seam metal roof panels on frame (khaki). Panels are hidden clip/ fastener and mechanically seamed together. Area is all of the north end minus kitchen area and includes auditorium roof. Square footage is roughly 38,000. | 1 | 670,000.00 | 670,000.00 |
| **Flashing**<br>New drip edge, rake edge, ridge cap and wall panels needed to enclose attic cavity created by new framework. Same material as roof. | 1 | 30,000.00 | 30,000.00 |
| **Engineering**<br>Engineering for project. | 1 | 6,000.00 | 6,000.00 |
| **Exclusion**<br>Excludes the electrical and mechanical for raising AC units onto new roof elevation. Curbs for fans and pipe extensions are included by Magnum Builders. Platforms for AC units are included as well. | 1 | 0.00 | 0.00 |
| **Gutter and downspout**<br>Commercial gutter and downspouts are the same material as roof. | 1 | 17,000.00 | 17,000.00 |
| **Warranty**<br>Includes manufacturers 35 year warranty on kynar painted steel and Magnum Builders 20 year weather | 1 | 0.00 | 0.00 |

Zach [signature] 3/25/24

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|

tight warranty.

Payment of 35% due for procurement of materials when project is scheduled. Progress payments every month dependant on work completed.
Balance due upon completion.

| | |
|---|---|
| SUBTOTAL | 745,000.00 |
| TAX | 0.00 |
| TOTAL | **$745,000.00** |

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays beyond our control.

Zach Y 3/25/24

Accepted By

Accepted Date

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

**Magnum Builders Corporation**
310 E. Cloverly Rd.
Fremont, NE 68025 US

# Proposal

**ADDRESS**
Schuyler Community Schools
401 Adam St.
Schuyler, NE 68661

**SHIP TO**
High School reroof project

**PROPOSAL #** 1876
**DATE** 03/25/2024

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Insulation-Blown in**<br>Fill attic cavity with Knauf Ecofill fiberglass blow in insulation to bring R value of roof to R-38. Cost is based on adding R-19 to attic or 7". | 1 | 35,000.00 | 35,000.00 |

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays beyond our control.

| | |
|---|---|
| SUBTOTAL | 35,000.00 |
| TAX | 0.00 |
| TOTAL | **$35,000.00** |

Zach Y 3/25/24

Accepted By

Accepted Date

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

NEBRASKA

DEPARTMENT OF LABOR

# Contractor Registration Certificate

This certificate is non-transferable

**Registration # 23081-24**

Date Expiring: 2/15/2025

MAGNUM BUILDERS CORPORATION
310 E Cloverly
Fremont, NE 68025

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239

John N. Albin
Commissioner of Labor

## BID FORM

Project Identification: High School Roof Project

1. **BID RECIPIENT.** This Bid is submitted to: Schuyler Community Schools, Attn: Superintendent, 120 W 20th Street, Schuyler, NE 68661.

   The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. **BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

   A. The Bidder has read and understands the Bidding Documents;
   B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
   C. The Bid complies with the Bidding Documents;
   D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
   E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
   F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
   G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
   H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract

documents; acceptance or rejection of any bids; and award of the contract;

I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;

N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;

O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

(1) Agreement for the High School Roof Project;

(2) Addenda

| No. | Date | Pages |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____ _____ _____

_____ _____ _____

(3) Other: Wage Determination.

4. **PROFESSIONAL REFERENCES.** Provide the contact name, company, address, and phone number of at least three references for whom you have provided the same or similar services on a project of similar scope.

**#1**
Contact Name: PJ Quinn
Company: Mead Public Schools
Address: 114 N. Vine Mead, NE 68041
Phone Number: 402-624-2745

**#2**
Contact Name: Bryce Jorgenson
Company: Southern Valley Schools
Address: 43739 Hwy 89 Oxford, NE 68967
Phone Number: 308-868-2222

**#3**
Contact Name: Brad Dahl
Company: Fremont Public Schools
Address: 130 E. 9th Fremont, NE 68025
Phone Number: 402-727-3000

5. **Claims and Suits.**
Has your organization ever failed to complete any work awarded to it? No
If yes, explain: _____

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No
If yes, explain: _____

6. **BID.** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s): $ 745,000

Optional Insulation Add-On: $ 35,000

7. **COMPLETION DATES.** Bidder agrees that its anticipated start date is 5/23/24, 2024, and it will attain Substantial Completion of the Work by 8/2/24, 2024, and Final Completion by

8/31/24, 2024.

**8. BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

A. Required Bid security in the form of a:
- ☑ Bid Bond (AIA A310);
- ☐ Certified Check; or
- ☐ Cashier's Check.

B. Proposed Work Schedule.
C. Any exceptions to the bid requirements.
D. Proposed contract modifications, if any.

**9. INSURANCE.** The insurance limits for each type of insurance typically maintained by the Bidder are listed below are as follows:

| | | Each occurrence/General aggregate |
|---|---|---|
| A. | Commercial General Liability: | $1,000,000 /$2,000,000 |
| B. | Automobile Liability: | $1,000,000 /$2,000,000 |
| C. | Umbrella Liability: | $1,000,000 /$1,000,000 |
| D. | Employer's Liability: | $1,000,000 /$2,000,000 |
| E. | Other: lease/rented equip. | $25,000 /$ |

Zach Yount
Signature

Zach Yount
Printed Name

President
Title

Magnum Builders Corp.
Firm Name

310 E. Cloverly Rd. Fremont, NE 68025
Address

402-719-7416
Telephone Number

magnumbuilder@gmail.com
E-mail

## AGREEMENT FOR THE HIGH SCHOOL ROOF PROJECT

THIS AGREEMENT is entered into by and between **Colfax County School District 19-0123**, also known as **Schuyler Community Schools** ("District"), and Magnum Builders Corp. ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

1. **Scope of the Contract.** The Contractor shall provide to the District the goods and/or services as defined in **Exhibit A** which is attached hereto and incorporated herein by this reference.

2. **Payment Terms/Payment Schedule.** The District shall pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference.

3. **Time.**

   A. Contract Time Defined. The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement 8/31/24, **2024**.

   B. Time of the Essence. Contractor acknowledges that time is of the essence under this Agreement and agrees to timely perform its obligations and cause any subcontractors and materialmen to timely perform so that the Scope of the Contract may be completed within the Contract Time. By executing this Agreement, Contractor confirms the Contract Time constitutes reasonable time periods to complete the Scope of the Contract. Contractor acknowledges that the District will suffer financial loss if the Project is not completed by the Contract Time and also recognizes the delays, expenses and difficulties involved in proving actual loss suffered by the District if the Scope of the Contract is not completed by the Contract Time. Accordingly, instead of requiring such proof, District and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay District $250.00 for each day that expires after the date set forth in Section 3.A and defined as the Contract Time until the Scope of the Contract is completed in accordance with this Agreement. The District may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.

   C. Extensions. An extension of time for any delay shall be granted only upon written consent by District after a written claim is made by Contractor to District within 72 hours after the occurrence causing such delay. Except for the suspension by District for convenience, Contractor shall not be entitled to any increase in the price or to damages or additional compensation as a consequence of such delay.

4. **District's Representative.** Following is the District's representative who is authorized to act on the District's behalf with respect to the project and this Agreement:

Bret Schroder, Superintendent
Schuyler Community Schools
120 W 20th Street
Schuyler, NE 68661
402 352-3527
bret.schroder@schuylercommunityschools.org

**5. Contractor's Representative.** Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: Zach Yount
Company Magnum Builders Corp.
Address 310 E. Cloverly Rd.
Address Fremont, NE 68025
(402) * 727-8539
Email: magnum.builder@gmail.com

**6. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Colfax County, Nebraska.

**7. Termination.**

A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;

(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

(6) Has wound up or liquidated, voluntarily or otherwise.

E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

**8. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**9. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate.

D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.

**10. Contractor Bonds.** To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

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

**12. Publicity.** The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.

**13. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall

adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

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

15. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

17. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

18. **Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

19. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

20. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.

21. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Schuyler Community Schools
Attn: Superintendent
120 W 20th Street
Schuyler, NE 68661

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: Magnum Builders Corp.
Attn: Zach Yount
310 E. Cloverly Rd.
Fremont, NE 68025

Notice is effective only if the party giving the Notice has complied with this section.

22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:

A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.

24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

25. **Waivers.**

A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

B. No failure or delay:
(1) In exercising any right or remedy, **or**
(2) In requiring the satisfaction of any condition under this Agreement, **and**
(3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

**26. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**27. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**28. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**29. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

**30. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.

**31. Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

32. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

33. **Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

34. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.

35. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.

36. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

37. **Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.

38. **Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

    A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
    B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
    C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
    D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
    E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is

to be performed, and correlated his observations with the requirements of the Contract Documents; and

F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**39. Badging, Identification, and Other Rules.** When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

A. wear uniform at all times with company identification;
B. carry photo identification;
C. not smoke or otherwise use tobacco;
D. not use, or be under the influence of, alcohol or drugs;
E. not carry a firearm or other weapon; and
F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

**40. Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

**41. Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to District
Exhibit B – Payment Terms & Schedule
Exhibit C – Invitation for Bids ("ITB")
Exhibit D – Contractor's Bid
Exhibit E – Wage Determination

**42. Federal Funding.** It is understood that this Agreement may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education (hereinafter "USDOE") and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

**.1 Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

.2 **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).

.3 **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

.4 **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

.5 **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.

.6 **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.

.7 **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.

.8 **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

.9 **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.

.10 **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

.11 **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

.12 **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

.13 **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM).

.14 **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

.15 **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by section 8 above.

.16 **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

.17 **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000, but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

.18 **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**43. Davis-Bacon Act Requirements.** The Contractor agrees to comply with the following provisions as required by 29 CFR § 5.5.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Owner to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Owner shall refer the questions, including the views of all interested parties and the recommendation of the Owner, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner if the Owner is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site

at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**44. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the District and Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Zach Yount |
| Title: _____ | Title: President |
| Date: _____ | Date: 8 |

## EXHIBIT "A"

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

Proposal attached in Exhibit D

**[INSERT SCOPE OF SERVICES]**

The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **Contractor's Duties.** Contractor's duties are as follows:

A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.

B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.

C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.

D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.

E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.

F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement

all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

**3. Warranty.** Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials, equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

**4. Change Orders.** District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

**5. Suspension by District for Convenience.** District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

**6. Protection of Work.** Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials

at the construction site, unless such loss or damage results from an intentional act of the District.

**7. Liens.** Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

## EXHIBIT "B"

**1. Payment Terms/ Payment Schedule.**

A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:

1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of $745,000 (the "Contract Price").

2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.

C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

**2. Acceptance of Services or Products.**

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").

C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. **Title and Risk of Loss.**

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.

B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. **Offset.** In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. **Payment Upon Termination.** Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

| | |
|---|---|
| **2024-25 IT Department Hardware Budget** | |
| | |
| **Description** | |
| | |
| * Student iPads annual refresh cycle - incoming 3rd, 6th, & 9th grade students | |
| * Student iPad protective cases & keyboard/trackpad cases for grades 6 & 9 | |
| * SCHS CAD computer cart | |
| * Teacher 12.9" iPad Pro (spares/loaners) & keyboard/trackpad cases | |
| * Teacher 13" MacBook Air laptops (spares/loaners) | |
| * Apple TV's | |
| * Samsung 70" TV for classrooms (spares) | |
| | |
| **Student & Teacher devices/accessories estimated total:** | **$222,000.00** |
| | |
| | |
| **2024-25 SCS Network & WiFi Equipment Refresh (erate 80% reimbursement)** | |
| | |
| * Routers, PoE switches, WiFi access points, & rack mounted battery backups | |
| | |
| **Out of pocket equipment total before erate reimbursement:** | **$72,000.00** |
| | |
| **After 80% erate reimbursement, our Network/WiFi equipment cost - $14,400** | |
| | |
| Summary: The student's iPad/case refresh cycle remains in tact with new ipads/cases being purchased for incoming 3rd graders (class of 2034), 6th graders (class of 2031), and 9th graders (class of 2028). The current 2nd & 8th grade ipads will be repurposed and roll down to grades KG-2. Current senior class will have the option to purchase their iPad again this year. Last year, approx. 75% of the senior class purchased their iPad. Unsold senior iPads will roll down to K-2 and/or will be repurposed as loaners for all buildings. | |
| | |
| In an effort to trim the 2024-25 IT budget, we are not replacing four year old teacher devices until next summer. Teacher's primary devices are switching to a five year refresh cylcle. | |
| | |
| | |

# COVER LETTER

February 16th 2024

Bret Schroder; Superintendent
Schuyler Community Schools
120 W 20th St.
Schuyler NE, 68661

Subject: Request for Proposal for a Guaranteed Energy Performance Contract

Dear Mr. Schroder and Schuyler Community Schools,

We would like to thank you for the opportunity to submit Willdan's Proposal. We intend to clearly demonstrate how our partnership will bring the best value to Schuyler Community Schools (District), the Schuyler taxpayers, the local construction industry, and most importantly, the students, teachers, and staff who use the district facilities.

Throughout this RFQ response, we demonstrate how our design-build qualifications set us apart from other firms in the industry. For the District, our future collaboration will be based upon an understanding of your facilities' needs, feedback regarding the District's long-term goals and objectives, and our unique approach to deliver infrastructure solutions in a practical, cost-effective, and well-planned manner.

Our proposed team includes the design, construction management, and performance maximization expertise needed to ensure the successful execution of your projects, and most importantly, the long-term sustainable performance of your District facilities.

*In addition, Willdan is a Teaming Partner with the Department of Energy for the Renew Americas Schools Grant. In Round One there were more than 1,000 applications submitted across the country with only 24 projects selected for funding. Willdan is a teaming partner on two of the 24 selected projects in Warner, OK and White River, SD. Together these two districts' grants total $26.9M. Round two of this grant is currently scheduled to be announced in the spring of 2024. We feel we have a winning format for this grant submission, we know the process, and would honor the opportunity to work with your District to pursue this grant funding for your facilities.*

We feel strongly that our comprehensive grant support services, engineering experience, turnkey construction expertise, and commitment to Schuyler Community Schools uniquely positions us to deliver the highest-quality solutions at the lowest long-term cost – making us the clear choice for your project.

If you have any questions as you review this proposal and consider our firm as your partner, please do not hesitate to contact me for clarification or additional information. We look forward to proving ourselves to the District as a trusted partner for many years to come.

Respectfully submitted,

David Villines
Business Development Manager
Willdan Performance Engineering

Proposal to: **Schuyler Community Schools**

Request for Proposal (RFP)

Guaranteed Energy Performance Contract Project

**February 16th, 2024**

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# 1. Company Information

**Point of Contact | David Villines**
816-215-1883
dvillines@willdan.com

**Address of Primary Office Serving this Project**
200 Oak St. Bonner Springs KS 66012

## Firm Overview

Willdan Performance Engineering, a division of Willdan Group, Inc, specializes in facility infrastructure improvement projects delivered through an **in-house integrated project team delivery model**, including Design-Build and Energy Performance Contracting.

Our division philosophy grew out of our leaderships' experiences from the owner's side of the table. After witnessing the best and worst in project delivery, they set out to redefine successful turnkey project delivery by focusing on addressing long-term needs and ensuring a better outcome for our clients. This experience keeps Willdan's approach grounded and remains at the heart of our mission today: to bring **accountability**, **reliability**, and **superior performance** to those we set out to serve.

Willdan Group, Inc. is a professional engineering and construction services firm with 59 years of experience and more than 1,500 employees providing solutions to clients in the public sector. Willdan, headquartered in Anaheim, California, operates a network of 57 offices across the United States. **Our Bonner Springs, Kansas office will provide all services for this opportunity.**

## Range of Services & Capabilities

Willdan's service offerings span a broad set of complementary disciplines that include engineering and planning; energy efficiency and sustainability; construction management and commissioning; financial and economic consulting; and cutting-edge software analytics. Willdan provides integrated technical solutions to extend the reach and resources of its clients and provides all services through its specialized subsidiaries.

Willdan's full-service professional design and construction management is most relevant to the needs of the District.

### In-House Professional Services

Our in-house expertise allows for a single point of contact and a **single source of accountability for our clients** throughout the design-build process. By using in-house design and construction management professionals, Willdan can provide all major construction services required to fully develop project scope, procure qualified subcontractors, ensure transparent fixed-cost pricing, manage on-site implementation, coordinate, and provide all post-construction support, training, and warranty services, and ensure the successful outcome to your community.

**We ensure Owners a truly collaborative process through direct lines of communication and a single source of accountability for the project outcome.**

| PROFESSIONAL ENGINEERING | CONSTRUCTION | ENERGY FOCUSED |
|---|---|---|
| Facility Assessment | General Contracting | Energy Savings Guarantees |
| Building Benchmarking | Construction Management | Guaranteed Maximum Price |
| Energy Auditing & Modeling | Construction Administration | Utility Participation |
| Life Cycle Cost Analysis | Testing & Balancing | Grant, Incentives & Rebates |
| MEP Engineering Design | Commissioning | Energy Star |
| Master Planning | Warranty Services | LEED |
| Measurement & Verification | O&M Training | Energy Master Planning |

## Equipment Manufacturer or Supplier Partnerships

Willdan does not manufacture, sell, distribute, or install any specific equipment or system, nor are we affiliated with any brand or product. We approach equipment selection based upon customer preference, best application, and stringent design standards.

## Limited Partnerships or Third-Party Consultants

In the event of a successful company selection, we intend to utilize specialty professional design consultants to bring added value to the Design-Build Team, the District, local construction industry and economy. Consultant partners may include architect, structural engineer, geotechnical, civil engineers, and security systems experts, among others whose local knowledge will improve the project outcome.

## NAESCO Certification

Willdan is NAESO certified in good standing. A copy of our certification may be found in the appendix.

## DOE Qualified

Willdan is a Department of Energy (DOE) Qualified Energy Services Company (ESCO)

## DOE Grant Teaming Partner

Willdan is a registered teaming partner for the Renew Americas Schools Grant

## Bonding Capacity

The current bonding capacity of Willdan is $300,000,000 aggregate/$150,000,000 single. The current value of bonded projects is approximately $121,000,000. A letter from Willdan's surety company, Travelers Casualty and Surety Company of America, can be found in the appendix.

## Non-Performance

Willdan Performance Engineering has never had any contract terminated by an owner prior to completion for non-performance.

# 1. Client Approach

## On-Going Client Relationship Management

The assigned Relationship Manager will remain fully engaged with the District throughout the entire project and beyond. We strive to build long-term partnerships with our clients, and we know from experience that frequent communication is a key piece of maintaining that relationship. We believe that no project can be completed successfully without the ongoing direction, feedback, and guidance of the individuals who will operate, occupy, and work in the buildings years after the completion of design and construction.

Our team will be fully engaged with District staff to ensure community engagement and internal and external stakeholder comments and input are considered through every phase of our project. Our efforts will always be guided by the District's leadership.

## Internal Communication

We understand the importance of thoroughly communicating with District staff that will be impacted by upgrades. We can adapt a communication plan based on the District's desires. Whether weekly, monthly, quarterly, or other frequency of project update communications are desired, our team can provide written updates as well as progress photos for distribution. We will collaborate with the District to determine how best to present this information.

## External Communication

For communication with citizens and external stakeholders, we will build a customized approach. From explaining the purpose and benefits, to gathering feedback, to promoting this project, our communications and outreach team can support various aspects for these efforts. We can create a range of materials to support and inform citizens including door hangers, flyers, posters, radio/tv ads, a project website, social media posts, and more. To assist the District in promoting the efforts of energy efficiency and resiliency projects, we can create press releases or ribbon cutting events, and collaborate with local media outlets.

> "Working with Willdan was a win-win-win. Our departments got the equipment replacements they desperately needed, our finance department got to pay for the project with savings, and we did the right thing by the environment and our citizens. They helped us create educational materials to inform our citizens about the project, what we were doing, and why. It was above-and-beyond our initial scope with them, but they were happy to jump in and help us share our successes with our citizens. Their measurement and verification plans were the most rigorous we'd seen."
>
> Eileen Horn
> former Sustainability Director
> City of Lawrence

# 2. Project Approach



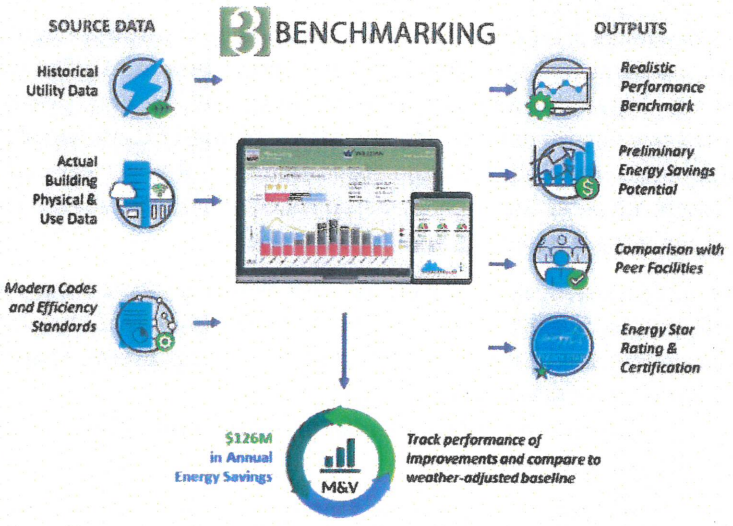

## 2.1 Evaluate & Prioritize

Willdan's in-house subject matter experts employ a consultative approach that starts with gathering qualitative and quantitative information about your specific facilities, operations, barriers, priorities, and goals. Evaluating this data creates a solid foundation for effective collaboration and prioritization of potential energy conservation and facility improvement measures to achieve your goals.

*Audit Approach to Identifying Building Conditions and Prioritization*

| | EVALUATE & PRIORITIZE |
|---|---|
| **Stakeholder Interviews** | ▪ Engage administration and stakeholders in discussion to understand future capital plans and long-term goals<br>▪ Engage site operating personnel in discussion to help identify major issues or potential capital improvements meriting further study |
| **Utility & Maintenance Analysis** | ▪ Statistical analysis of a building's energy usage in relation to its square footage, benchmarking the results from other buildings of similar size and function<br>▪ Review maintenance expenditures to identify major issues, regardless of energy index |
| **Site Operation & Schedule** | ▪ Complete site walk-throughs to gather additional specific information on mechanical, electrical, plumbing, lighting, building envelope, and technology systems, and operation<br>▪ Conduct as-built drawing and specification reviews, as needed |
| **B3 Benchmarking** | ▪ Buildings, Benchmarks, and Beyond (B3) is Willdan's custom online tool that quickly and accurately identifies buildings with the greatest potential for energy improvement – and maximum return on investment |
| **Decision-Making Matrix** | ▪ Evaluate each facility with the following key inputs: opportunities for reduced energy and maintenance expenditures, B3 Benchmarking, capital priorities, and site/infrastructure imminent need |
| **Building Prioritization** | ▪ Discuss matrix results and develop priorities and future project phasing, in collaboration with stakeholders |

Our B3 Benchmarking is a smarter energy analysis tool that allows customers to quickly understand how buildings are performing, and how they could – and should – be performing given the unique combination of size, use, and location. B3 is a cost-effective and accurate tool that prioritizes efficiently and ensures the most benefit from the Technical Energy Audit. **B3 typically identifies that 70%+ of energy savings is in 20% - 30% of buildings**. B3 has user-friendly tools for independent verification of savings achieved.




## 2.2 Design & Bid

### Design

Willdan's industry-unique approach is based on our experience that significant upfront design is the only way to secure accurate pricing. Therefore, after Evaluating and Prioritizing, we start the Design & Bid phase that includes:

- Providing a detailed energy survey and engineering analysis of the buildings
- Identifying facility needs and savings opportunities
- Proposing changes to equipment, operation, and maintenance procedures
- Creating your individual proforma to collaboratively develop the final scope of your project.

*Audit Process to Design, Procurement, and Subcontracting*

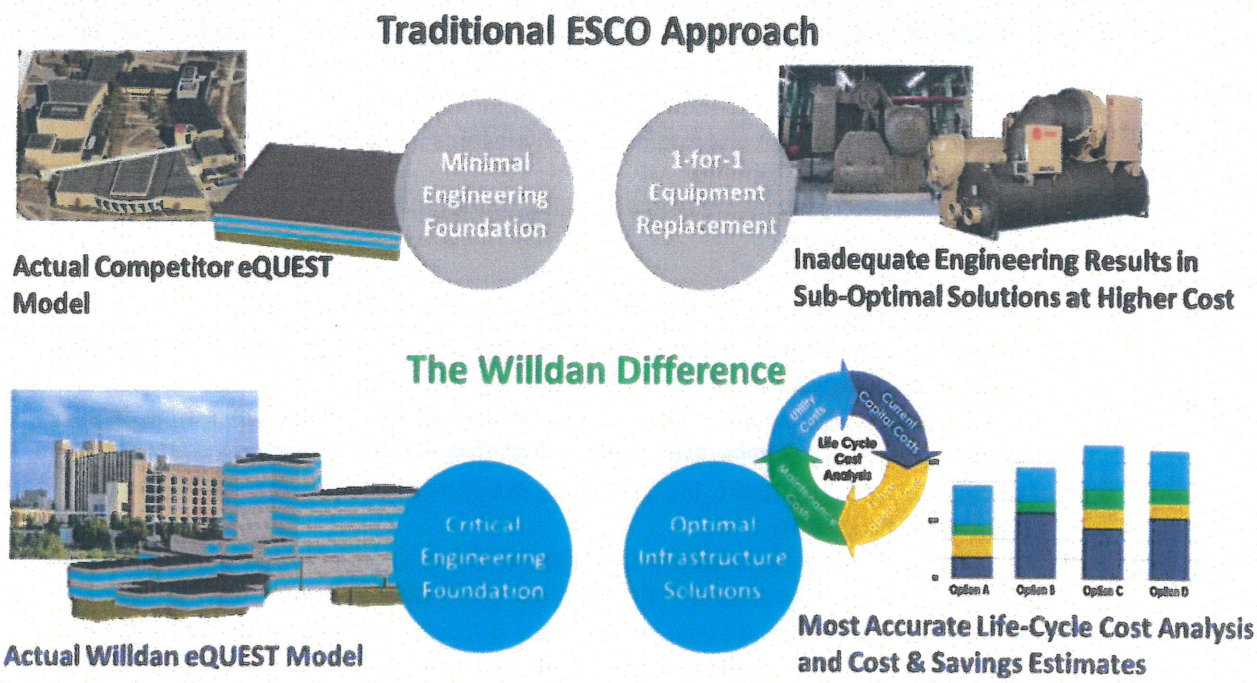
| | DESIGN & BID |
|---|---|
| **Design & Specifications** | ▪ ***Unique to Willdan Approach:*** Willdan engineers develop system design, including schematics, technical specifications of performance, efficiency, and quality attributes of major equipment<br>▪ Construction documents include equipment layout, schedules, schematic design, duct and piping routing, control diagrams, and sequences and are the basis for procurement |
| **Equipment Procurement** | ▪ Equipment Selection: Product independence allows Willdan to use District's preferred equipment manufacturers<br>▪ Equipment Procurement: Solicit competitive bids for equipment and materials from qualified product vendors, with an emphasis on engaging MBE/WBEs where possible |
| **Contractor Procurement** | ▪ Work with proven, local contractors to ensure that any investment into District also benefits the firms that reside in District |
| **Subcontracting** | ▪ Willdan will work with DEIA subcontractors across all project phases<br>▪ Willdan has a rigorous vetting process and will work with District to identify qualified subcontractors as desired |
| **Project Financing** | ▪ Willdan has assisted in securing over $2B in rebates, incentives, and grants to help pay for our client's project improvements |
| **ESPC Contract** | ▪ Finalize a fixed fee proposal for a turnkey project that includes a detailed scope of work, energy savings guarantee, M&V procedures, and training responsibilities<br>▪ Willdan is the only ESCO to develop full design before executing the ESPC, reducing the risk of unknowns, and resulting in better project outcomes |

## Product Selection

Our engineers aren't here to sell you equipment or product upgrades; they're here to design solutions to address your problems while making you more energy efficient. Willdan is intentionally vendor-independent, ensuring that we are not obligated to any equipment manufacturer, vendor, contractor or other third parties, allowing us to evaluate all systems and manufacturers, and make unbiased recommendations. Our solutions are based on customer preference, what is best for the application, and what is most cost-effective. Willdan's rigorous and unbiased analysis is simply not a part of a vendor-based ESCO model, where a vendor-based ESCO is interested in their own product line, not what is best long-term for the owner.

Our custom Life-Cycle Cost (LCC) Analysis allows clients to make clear, informed decisions about facility upgrades. We perform a complete LCC on every competing solution to determine the lifetime cost for each option, selecting the solution that will be most cost-effective over the long term. With accurate savings estimates, clients can leverage operational savings to finance holistic solutions.

- ***Willdan is an industry leader in reducing our clients' capital demands by maximizing the use of incentives, rebates, and grants***
- Accurate savings estimates inform a real performance guarantee, helping clients pay for more improvements




## 2.3 Construction

On-site managers communicate with personnel and minimize the impact of construction on our clients' daily operations.

- Construction oversight helps optimize system installation by involving the client, design engineers, and contractors
- Client-focused scheduling minimizes disruptions to client routines
- Weekly project updates during construction and commissioning
- Turnkey delivery, with responsibility for success in all aspects of the project

A well-planned start is essential to managing a project correctly, efficiently, and on time. Willdan's proven track record for ensuring organized project management and on-schedule implementation is based on the approach outlined in the table below and used for any District project.

Willdan implementation and project management approach.

| | MANAGEMENT DURING PROJECT CONSTRUCTION |
|---|---|
| **Onsite Construction Management** | ▪ Willdan's in-house construction manager is **onsite for the entirety of the implementation phase**<br>▪ The lead construction manager will **coordinate scheduling to minimize disruptions and maximize efficiency** across the various trades implementing the project scope |

| | MANAGEMENT DURING PROJECT CONSTRUCTION |
|---|---|
| **Project Management Plan (PMP)** | ▪ Finalize requirements and procedures for implementation, safety plan, integration, commissioning, testing procedures, and communications plan<br>▪ **Clearly assign responsibility and develop a master schedule** to maintain a common set of activities for project elements |
| **Weekly Coordination** | ▪ Our construction management and installing contractors **meet with District staff weekly** to discuss project progress<br>▪ Meeting agenda includes maintaining critical path scheduling and information flow, reviewing routine quality control inspections, and addressing any issues |
| **Schedule** | ▪ We specialize in working around building occupancy requirements. We work to **complete invasive work around the District's schedule to avoid disruption**<br>▪ Willdan establishes accurate construction phasing and scheduling details using detailed design and through **collaboration with District stakeholders and subcontractors** |
| **Project Coordination** | ▪ We require all trades to provide a **three-week advance schedule for each weekly coordination meeting**<br>▪ **"Look ahead" schedule is used as the basis for planning and communication** with local utilities, subcontractors, equipment suppliers, and facility personnel |
| **Project Schedule** | ▪ Construction management team will facilitate discussions between District staff and subcontractor staff to **maintain critical path scheduling and information flow, review routine quality control inspections, and address any issues** |
| **Scope Changes** | ▪ We provide a **fixed cost, turnkey ESPC contract**<br>▪ **If a Willdan omission or error requires a change in scope, Willdan covers the cost of this change** |
| **Iterative Fine-Tuning** | ▪ Our commissioning (Cx) agents help finalize Cx procedures to be used during construction, building upon the critical foundation set in the Technical Audit<br>▪ All **post-construction support is managed by Willdan**, for full accountability to District |

## Construction Management

We will draft a Program Management Plan (PMP) to capture decisions and document the agreed path forward for all stakeholders. This comprehensive document will include all requirements and procedure for each phase of the program including project definition, design standards, equipment selections, development, procurement guidelines, implementation plans, safety plan, integration, activation, commissioning, and testing procedures. It also will include our communications plan which will detail plans for regularly scheduled stakeholder meetings, reporting. Recognizing the project will span across many systems, the PMP will address mechanical, electrical, and plumbing; security, information, and technology systems; special systems; and utilities.

To ensure information will be shared and coordinated across project scopes, our project team will dedicate efforts to understanding and coordinating with requirements of other projects and activities throughout the District, from design through commissioning. Coordination with all other CIP projects will be critical through all phases of the process so that the new systems we design and install dovetail with new District infrastructure. Some examples of their responsibilities include:

- Attending all project meetings for construction projects and special events throughout the District, and schedule special coordination meetings to avoid costly, timely, or nuisance conflicts during construction.
- Coordinating our design team's efforts with the efforts of other active design teams on adjacent projects, including standards and precedents established on those projects.
- Taking responsibility for coordinating with the District's staff on work in occupied areas and associated notification of work and outages to District or school staff and the public.

- Coordinating with Administrators and Teachers to ensure their needs are met and our projects work smoothly into their operations.
- Acting as point of contact for public and staff concerns, and immediately remedy the situation.

## District Communication

Willdan will coordinate all aspects of the project with District personnel to ensure a seamless transition into new systems and infrastructure. Our team's project manager will work closely with the District's project manager and key staff to ensure a smooth project across all stages, including equipment staging, implementation, commissioning, verification, and any ongoing services. Construction activities will be scheduled around facility activities and can be done during evening, weekend, and holiday hours to ensure the lowest impact on facility users.

Our team will utilize various communication tools to transmit information during the project. Web-based project management platforms, like Pantera Tools, offer a seamless way for the design, engineering, and installation teams to transfer information between our team, subcontractors, vendors, and the client.

Pantera will be utilized to support efforts from preconstruction to project acceptance. Pantera will be used to track and manage documents such as, the project directory, RFIs, daily logs, meeting minutes, inspection reports, weekly and monthly reports, submittals, drawings, specifications, and the schedule. Access to current information creates a more efficient and effective project delivery and provides an accurate basis for discussion of field changes when they occur. Key District staff will have access to the system, ensuring that information can be obtained as desired.

### METHODS TO TIMELY DELIVERY

- Initial construction schedule expectations, along with factors that could impact subcontractors' access to facilities, are established as part of preconstruction planning and recorded as part of the Owner's Project Requirements.
- We involve all stakeholders –clients, subcontractors, and equipment providers – in creating a final project schedule. All parties formally agree on the project schedule before project commencement.
- Our construction managers document the schedule with agreed-upon completion dates, including work activities, responsibilities, durations, logic, and quality control efforts in our web-based project management platform. Buffers are included allowing for unforeseen situations that may arise during implementation.

Our team's extensive experience in project management will be supported by real-time field updates to ensure the project is completed on time and within budget. While Pantera and other software may be used to communicate, our team understands that there is no substitute for frequent face-to-face meetings, calls, emails, and other methods of communication during complex public improvement projects.

## Submittal Approval

We generate and maintain a comprehensive submittal log that reflects the requirements in our project specification package. As submittals are ready for approval, they are distributed to the project team, including engineers, commissioning team, and staff for review.

Review comments from all parties are sent to our Engineer of Record, where they are then consolidated into one list for distribution to the vendor or contractor. These comments and responses are tracked in the submittal log for a living and transparent record for all parties.

## Support for client calendar and events

Our dedicated project team has worked across multiple facility types with strict working procedures, such as secured lockdown facilities, emergency services facilities, and of course schools. Work schedules are defined through careful collaboration and engagement between the Willdan project team and District staff.

## Safety practices and procedures

Our culture of safety and our commitment to executing our safety plans ensures the wellbeing of our clients, staff, subcontractors, and other parties associated with our projects. Incident prevention is our highest priority. Our construction managers perform risk assessments of all projects and develop a site-specific Environmental Health and Safety Plan (EHASP) to complement the District's safety programs and comply with the State requirements.

| Policy Year | Experience Modification Rating (EMR) |
|---|---|
| 2022 | 0.88 |
| 2021 | 0.87 |
| 2020 | 0.89 |
| 2019 | 0.90 |
| 2018 | 0.95 |

All employees and managed contractors are required to follow well-defined safety procedures that not only protect themselves, but more importantly, protect the District's students, patrons, and employees. Incident prevention is our highest priority. As such, our Safety Coordinator will perform risk assessments of all projects and develop Site- and Task-Specific Safety Plans to complement the District's current program. Well-marked access restrictions, visible signage, and daily clean-ups all are strictly enforced to ensure the safety of everyone at the facility. Our safety plan and procedures are consistent with the requirements of the State and the District. We maintain an impeccable safety record and continue to promote safety as our top priority.

As part of a standard Willdan's EHASP, our team takes the following measures:

- ✓ Conducts orientation training for all new employees or contractors working on the project to discuss safety procedures prior to beginning work.
- ✓ Requires both internal staff and subcontractors to complete a job briefing form intended to identify all potential safety hazards on each site before performing work.
- ✓ Requires signed agreements from all workers acknowledging that they have been given an orientation and that they understand the safety rules of the project.
- ✓ Ensures each installation crew conducts a daily safety check before beginning work, including confirming personal protective equipment, and reviewing all equipment required for the job.
- ✓ Construction managers conduct safety inspections and verify that the subcontractor is working safely and following procedures outlined in the EHASP.
- ✓ Well-marked access restrictions, visible signage, construction barriers, and daily clean-ups are all strictly enforced to ensure the safety of everyone accessing the facility.

## 2.4 Closeout

Your complete, long-term satisfaction is our priority, so shortcuts have no place in our process. No firm in this industry has more rigorous commissioning, and we dedicate an in-house construction manager to ensure the smoothest implementation for the client. We are committed to making sure our clients get the best long-term return on their facility investment, every time. Our rigorous commissioning and training are the foundation for optimal and sustainable system performance.

- Our Commissioning Plan provides an in-depth protocol and the foundation for comprehensive system commissioning
- Rigorous commissioning is our standard, with a custom plan that includes phases of iterative functional testing to determine proper sequencing and verify system performance
- On-site, hands-on training for the client's key facilities employees ensures long-term operation and maintenance throughout the equipment's expected lifetime

### Systems Commissioning

A key piece of the ESPC project process that all too often is glossed over is system Commissioning, the systematic process of ensuring that all facility systems perform interactively and acceptable to the owner's operational needs and our design intent. Because Willdan is a full-service engineering firm, we have in-house commissioning experts that are dedicated to rigorous system testing to ensure the desired results are achieved, and our team provides

ongoing owner support well after construction is complete. This process requires the preparation of facility operations personnel, as all HVAC, controls, and lighting systems will be commissioned. Our commissioning process begins in the pre-design phase and ends one year after construction. At the commencement of construction, system functional testing is conducted. Subsequent testing of HVAC systems and controls continues to capture performance in all four seasons. A comprehensive commissioning plan, extensive documentation, and a complete issues checklist is maintained through project management software. This rigorous process ensures every issue is corrected before the project is considered complete.

### Punch-List Process

Our team will provide a thorough close-out process to every scope of work completed. This will include a punch-list with detailed identification of each item that remains incomplete or items that need correctio.

### Owner Training

Willdan delivers technical training to facility owners and operations and maintenance personnel on all new. We typically arrange and facilitate these trainings onsite and we bring in equipment experts to provide advanced technical training on the installed equipment.

We also monitor these training sessions to ensure that they follow the prescribed format and to certify that the content delivered through the training is appropriate for your facility needs.

Willdan provides O&M manuals and training materials for all new equipment that has been installed:

- Work with vendors to develop training materials for training sessions to ensure materials are appropriate
- Provide O&M Plans as part of our standard O&M manuals that include O&M procedures, maintenance intervals, and parameters that must be maintained to achieve projected energy savings.
- Direct support to customers during the guarantee and warranty periods and are available to provide refresher training or training for new staff on systems use and troubleshooting support.

Willdan recognizes that success – both in terms of performance and client satisfaction – hinges on operators understanding how to properly operate and maintain the systems. We will deliver technical training to the District's operations personnel on all new equipment and dynamic systems. We will arrange and facilitate these trainings at the District and we bring in equipment experts to provide advanced technical training and advocate that the District's engineering and facilities staff participate in the functional testing of major systems to gain first-hand knowledge of their design and operation. It is not uncommon for Willdan to support and retrain facilities staff for years after we complete construction. Willdan offers training workshops to be held within the first month of the school year and another mid-year. We can work synergistically with staff and teachers to provide training sessions and ongoing support to help them successfully take care of equipment and implement energy conservation behaviors.

### Post-Implementation Report

We believe in an approach that measures utility savings when the upgrades are complete. Combined with the other pieces of our approach, we can give our clients an International Performance Measurement & Verification Protocols (IPMVP) guarantee. Our true money-back savings guarantee sets us apart. Our work ensures that the client's projected savings translate into real utility savings when construction is done.

- Fine-tuning of system maintains client comfort, including temperature, humidity, air flow, light levels, and sounds
- Energy verification with ongoing monitoring and system updates mean Willdan projects typically meet or exceed the savings guarantee

We will provide the District a full description of the energy baseline(s) corresponding with the M&V plan period during a dedicated M&V kickoff meeting. This report details parameters that describe both the energy and water consumed in the baseline year and the conditions that caused that consumption to occur to facilitate accurate M&V of guaranteed savings. Factors including utility consumption and demand data; weather; building physical and thermal properties; energy consuming equipment and system parameters; space temperature setpoints and

schedules; facility use and occupancy schedules; and other key information describing base-year conditions are outlined in this report. We do not adjust our baseline or savings for changes necessary for project implementation. Only District-initiated scope changes during construction are subject to adjustment.

### Provision of Record Documents

Accurate as-built drawings are as important to future facility operation as the O&M manuals delivered at the end of the construction process. Up-to-date documentation makes the generation of record drawings seamless at the end of construction and provides an accurate basis for discussion of field changes with all project stakeholders when they occur. Documents are provided in both hard copy and electronic form (AutoCAD and PDF format) to our clients, or as requested.

### Support Services

Willdan provides ongoing assistance after construction to guarantee complete, long-term customer satisfaction.

- Our Operation & Maintenance procedures require specific, detailed operating manuals from contractors to ensure the client is best equipped to operate all systems
- Warranty support helps the client understand and resolve related issues
- Monitoring and adjusting new systems ensures the client enjoys optimal performance in the short- and long-term
- Post-project marketing helps clients communicate project successes to key stakeholders

We have the in-house capabilities to be on-call at all times and respond in a timely manner before, during, and after construction, including warranty support, monitoring, operations, and maintenance. We also provide maintenance staff with in-depth training after installation and M&V. We will arrange for clients to receive extended warranties from all manufacturers of equipment provided as part of the project. Each of the warranties shall be for the maximum warranty available from the manufacturer of the equipment - ranging from 1-10 years, and will provide for repair, replacement, installation, and payment for loss of use. We work closely with vendors and local utilities to provide 24/7 service and support to our customers including providing technical training for Owner's facility personnel, developing training manuals for facility staff and start-up manuals, operations manuals, and quick reference guides.

## 3. Project Personnel and Staffing

***Key personnel of the firm including the educational background, experience on similar projects, and qualifications for the role on this project.***

| | Name and Tile<br>Base location | Intended Role | Level of expertise |
|---|---|---|---|
| 1 | David Villines – Relationship Manager<br>Willdan staff<br>Kansas City | Primary Customer Interface | 40 years of K-12 ESCO and construction experience in project management and executive leadership roles. |
| 2 | Jorge I. Roman - Director<br>Willdan staff<br>Out-of-state support | Regional Manager | 21 years of exp. in guaranteed-savings projects. Oversight of all divisional personnel. |
| 3 | Angie Boone – Regional Manager, Project Development & Engineering<br>Willdan staff<br>Kansas City | Project Development/Engineering | 20+ years of engineering, efficiency and demand response programs, design, and other roles. Oversees regional project development and engineering. |
| 4 | Tom Black - Director of Construction<br>Willdan staff<br>Out-of-state support | Construction Management | 30 years of exp. in project and construction management roles. Oversees construction staff. |
| 5 | Mark Effinger, PE - Director of Commissioning<br>Willdan staff<br>Out-of-state support | Training, Commissioning | 18 years of exp. providing system commissioning, M&V, and ongoing support services. Oversees all Cx and M&V staff. |

# 4. Experience

***List of 5 most recent educational projects your company has completed.***

## 4.1 Recent K-12 Projects

| Project Name | Scope | City and State |
|---|---|---|
| Trinidad School District (Willdan) | Construction, Major Renovation 2 phases ~$21M | Trinidad, CO |
| Pueblo District School District D-70 (Willdan) | New Construction, Renovation 3 phases ~$72M. Phase 4 2023 ~$17M | Pueblo, CO |
| Vancouver Public Schools (Willdan) | HVAC, Controls, Building Envelope, Lead abatement, 2023, $6,012,962 | Vancouver, WA |
| Escondido Union School District (Willdan) | Solar PV-Shade Structures, EV Chargers, Transformer Upgrades, Controls, HVAC, Lighting | Escondido, CA |
| Baldwin USD 348 (Willdan) | Lighting, HVAC, Controls, Envelope | Baldwin City, KS |

## 4.2 Highlighted Project Experience

### Trinidad CO D1 School District

Willdan served as the ESCO Prime Consultant, Builder and Engineer of Record for the Trinidad D1 Schools renovation project. This District needed major upgrades for its buildings within a limited budget including core infrastructure improvements and windows in their Middle School that was listed as a historic landmark. The Willdan team worked with Trinidad Schools on their public promotion of their Bond Campaign and helped secure millions of dollars in state grant funding for the project.

**Phase 1 was the Middle School: Total Project Cost = $15.4M**

- Major interior classroom renovations
- Parking lot replacement
- Full HVAC and controls upgrade
- Electrical system upgrade
- Lighting
- New windows

**Phase 2 was the High School: Total Project Cost = $5.4M**

- HVAC and controls upgrade
- Security Entry Vestibule
- Lighting Upgrades
- Plumbing Upgrades
- Roof replacement and caulking

## Pueblo CO D70 School District

Willdan served as the ESCO Prime Consultant, Builder and Engineer of Record for the Pueblo D70 Schools renovation project. This District needed additional classroom space and major upgrades for its buildings including core infrastructure, parking lots and security improvements. The Willdan team worked with Pueblo Schools on their public promotion of their Bond Campaign.

**Phase 1 (2018 ESPC): Total Project Cost = $14,353,035**

- HVAC Upgrades at multiple schools
- LED lighting upgrades at all school District wide

**Phase 2 (2021 Summer Bond Construction): Total Project Cost = $18,087,831**

- Roof replacements
- HVAC and controls upgrades
- Electrical infrastructure upgrades
- New parking lots and parking lot replacements
- Security improvements (new CCTV and PA systems, adding badge access to exterior doors, security windows)
- New bleachers, new gym floor
- New flooring
- Interior and exterior paint
- New casework

**Phase 3 (2022 Bond Construction): Total Project Cost = $39,471,520**

- Roof replacements
- HVAC and controls upgrades
- Electrical infrastructure upgrades
- New parking lots and parking lot replacements
- New CCTV and PA systems
- Window replacements
- Indoor pool repairs and resurfacing
- **Three new classroom additions**
- New playground
- Interior renovations/configuration of spaces

**Phase 4 (2023 Bond Construction): Projected Total Project Cost = $17,440,649**

- **Two new classroom additions**
- New parking lots and parking lot replacements
- Foundation settling repairs
- Major interior renovations
- HVAC and controls upgrades
- Electrical upgrades

## 5. Past Record of Performance

***Past record of performance including the ability to work within budget constraints, ability to meet schedules, warranty support, and track record on energy savings guarantees***

Willdan prides ourselves on our ***No Change Order*** policy and has a proven track record to deliver budgets without any overages. Unlike other ESCO's that take the "design phase" to 30% to establish pricing, Willdan takes our designs to 60-90% before we establish pricing with local subcontractors and vendors. This extra effort allows us to deliver confidence around budget, construction schedule and minimizing risk for our customers. Our warranty management team and local trade pros are available 24/7 to handle calls and troubleshooting our customers may experience during the warranty period and beyond. To date Willdan has delivered over 120% of our guaranteed energy savings on ESPC projects with minimal savings shortfalls. On the limited number of shortfall projects, we have corrected the savings in a timely manner.

# Measurement and Verification/Guaranteed Savings

***Describe the approach to determining energy reduction projections as well as the methodology for measuring and verifying actual energy savings for the District.***

Our Energy Savings Guarantee is the most robust guarantee in the industry because we leave nothing to chance when we design and engineer a project. The District's Measurement & Verification analysis and reporting will be completed by our IPVMP Certified M&V Manager Mark Effinger, who has over 17 years of experience in M&V.

We are committed to achieving our cost savings guarantees. Each M&V Plan and Report details the savings generated from the implemented energy efficiency measures. Reports are customized and aligned with the M&V Plan; however, common details included in the M&V reports are electric performance relative to baseline period, fuel performance relative to baseline period, water performance relative to baseline period, dollar expenditures relative to baseline period, details of M&V methodologies employed, overview of any baseline adjustments employed, weather normalization data, and explanations of any extraordinary factors or anomalies.

Energy and Water Savings: During the audit, dollar savings are determined by applying actual utility rate tariffs observed by the owner to measure an calculate energy and water unit savings. Although using the true original utility rate tariff is preferred, we work closely with the owner to evaluate when an average blended rate, utility rate escalation factor, or different utility rate should be applied to energy and water savings. While we normally use the true original utility rate tariff, we are open and flexible to meet the owner's needs if they prefer the use of an average blended rate or a utility rate escalation factor.

## 6.1 Savings Methodology

We work closely with each customer to understand their desires and needs to develop an appropriate approach to our guaranteed energy savings calculations that both fulfills IPMVP (International Performance Measurement and Verification Protocol) and satisfies the owner and all interested parties. The IPMVP provides four distinct approaches to measure energy savings, and we spend time to educate the owner about the different options available, which ones can be used for the projects being implemented, their level of accuracy and precision, their cost, and the details of how it will apply to a particular upgrade. We come to a mutual agreement with the owner to custom tailor a suitable approach to the projects being implemented.

Our approach is to guarantee the energy savings in energy terms (kWh, therms, gallons of oil, etc.) and we typically use the utility rates in effect at the time of our contract to determine the cost savings. The utility rates that we use are agreed upon with the owner, and they are stated in our contract with the owner. We are flexible in our approach, and if the owner prefers us to use an average blended rate or include a utility rate escalation factor we can use these approaches as well to calculate the dollar savings.

***IPMVP Methodologies***

| IPMVP Option | Example Application |
|---|---|
| **Option A: Partially Measured Retrofit Isolation** | If only simple measures such as lighting or plumbing retrofits are performed in a facility |
| **Option B: Retrofit Isolation** | For installation of a variable speed drive on an existing constant speed pump or fan motor |
| **Option C: Whole Facility** | Comprehensive facility upgrades which address multiple systems that will have a significant impact (>15%) of a building's metered consumption. This is Willdan' preferred and most used IPMVP Option for evaluating guaranteed savings. |
| **Option D: Calibrated Simulation** | Instances where baseline building performance is unavailable, as in the case of a recently constructed facility |

***Comprehensive Samples of Calculations for Individual Facility Upgrades***

| Measure | Method | Measurement Procedure & Metering |
|---|---|---|
| **Lighting** | IPMVP Option A: Key Parameter Isolation. | We measure the lighting power (kW) before and after the upgrade of a representative number of light fixtures or lighting circuits, using a true power meter (measuring volts, amps and power factor). We can utilize assumed annual hours of operation that we agree upon with the owner, or we can utilize portable data loggers (or dedicated lighting circuits) to determine annual operating hours. |
| **Boilers** | IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would install meters to measure the boiler fuel consumption and boiler heat output, to assess the efficiency of the boilers over their full range of operations. Savings would be measured by applying the observed efficiency improvement to an estimated annual boiler load. |
| **Chillers** | IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would install meters to measure the chiller electric consumption and chiller cooling output, to assess the efficiency of the chillers over their full range of operations. Savings would be measured by applying the observed efficiency improvement to an estimated annual chiller load |
| **Motors** | the IPMVP Option A: Retrofit Isolation – Key Parameter Measurement | We would measure the motor power (kW) before and after the upgrade of a representative number of motors, using a true power meter (measuring volts, amps and power factor), and utilize estimated annual hours of operation that we agree upon with the owner |
| **Drives** | IPMVP Option B: Retrofit Isolation – All Parameter Measurement | We would measure the motor power (kW) for a period of time before the upgrade and measure the motor power (kW) for a period after the upgrade, using a true power meter (measuring volts, amps and power factor). The length of time for the pre-upgrade and post-upgrade metering would be if needed to capture a wide range of operating conditions that would be representative of a full year of operation. |
| **Envelope Measures** | IPMVP Option D: Calibrated Simulation | When we replace entire facility roofs or perform window replacements with high efficiency windows, the overall impact to annual energy consumption is sometimes lower than what can be properly evaluated and measured directly at the meter. In these cases, we are relying detailed energy models and computer simulations to calculate the energy savings of these improvements. |
| **Controls (Including Ventilation Measures)** | IPMVP Option C: Whole Building | We utilize the existing electric utility and natural gas utility meters to collect the baseline data and the post-upgrade data. Then, we compare the baseline billed energy use to the post-upgrade billed energy use to determine the measured energy savings. |

## 6.2 Post-Implementation Monitoring

Well before a project is in the formal M&V phase of a project and prior to entering a construction implementation contract, our team works with our customers to clearly identify the methodology that will be used to verify energy savings. To ensure a smooth and successful M&V process, we work with each client to create an M&V Plan that incorporates shared expectations regarding energy savings measurement methods and reporting. We maintain regular contact with the client regarding actual performance throughout the M&V period and document the actual performance as desired and defined in the M&V Plan. Key performance criteria most commonly include energy consumption, comfort conditions, lighting levels, and key operating parameters.

Our primary goal at the conclusion of any project is to leave the customer and their staff with the knowledge and experience that they will need to operate and maintain their new equipment well into the future effectively and efficiently. We as a company do not perform in-house service or maintenance; however, we often facilitate relationships with service contractors to assist clients with limited maintenance capabilities with their maintenance needs.

## 6.3 Savings Shortfalls

Our payment terms and procedures in terms of the guarantee are very straightforward. For M&V procedures involving an annual reconciliation Willdan writes a check for the difference between the guaranteed savings and the

MARCH 20, 2024

# Audit Proposal

## Schuyler Community Schools


SUBMITTED BY:

Abby Janzing, CPA

abby@forward-cpa.com

402-979-7046

March 20, 2024

Dr. Bret Schroder
Schuyler Community Schools
120 W 20th Street
Schuyler, NE 68661

Dear Dr. Bret Schroder:

On behalf of Forward CPA, LLC, I am pleased to present this proposal to provide audit services for Schuyler Community Schools. I am honored and excited to be included among the firms you are considering for this important engagement, and I believe this proposal will clearly demonstrate that my qualifications are uniquely suited to deliver the services required by Schuyler Community Schools. In the pages that follow, I will describe in detail how my expertise, audit approach, and commitment to client service will benefit Schuyler Community Schools.

- Industry experience specific to your needs: I have extensive experience providing audit services to governmental entities, including Nebraska school districts. I am well-versed in the regulatory requirements governing school district audits in the state of Nebraska.
- Partner-level attention: I am committed to regular client collaboration throughout the year.
- Streamlined Processes: Utilizing advanced technology and software, I will streamline the audit process, minimizing disruptions to your daily operations. My efficient approach will make the audit process as smooth and painless as possible.

I look forward to building a long-lasting business relationship with Schuyler Community Schools, and I believe this proposal will demonstrate my expertise and ability to manage your engagement and exceed your expectations. If you have any questions or would like additional information, please do not hesitate to contact me directly.

Very truly yours,



Abby Janzing, CPA
Owner
402-979-7046

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# About Forward CPA, LLC

Forward CPA, LLC is a trusted partner in providing exceptional audit services to school districts. The firm is committed to utilizing cutting-edge technology to streamline the audit process, ensuring a painless and efficient experience for clients.

At Forward CPA, we understand the unique challenges faced by school districts and the critical importance of maintaining accurate financial records and compliance. With our in-depth knowledge of the Nebraska school system and extensive experience in auditing school districts, we are well-equipped to support you throughout the entire audit process.

Located in Omaha, we are proud to serve school districts across the state of Nebraska. Our local presence allows us to establish close relationships with our clients, enabling us to provide personalized attention and tailor services to meet your specific needs. We are committed to fostering a collaborative partnership with your business manager, walking alongside them every step of the way to ensure a seamless and successful audit.

Utilizing advanced technology tools and software, we aim to simplify the audit process and minimize disruptions to your day-to-day operations.

# Audit Approach

Having successfully served clients like Schuyler Community Schools, we will leverage our industry expertise, proven audit approach, and automated tools to provide an objective audit with minimal disruption to the district's staff. The knowledge we have gained through a decade of experience serving organizations like Schuyler Community Schools has allowed us to tailor our audit approach to yield maximum effectiveness and efficiency.

Forward CPA utilizes a top-down, risk-based approach. This approach sets a scope based on entity-level controls such as control environment, financial reporting risk assessment, information and communication controls, and financial reporting competencies. In conjunction with the financial statement audit, we also document and, if deemed appropriate, test controls of applicable areas.

The purpose of an audit is to express an opinion on an organization's financial statements. We aim to build long-term relationships with clients by developing a tailored audit approach. To best serve Schuyler Community Schools, primary focus areas during the engagement will include internal controls and compliance with state and federal reporting requirements.

Aspects of engagement management that will ensure the highest quality audit, value-added services, and seamless coordination with management include the following:

- We are current with technical updates and continuing education.
- We are very flexible and responsive to changes in circumstances throughout the engagement: we monitor the progress of the engagement regularly and make adjustments and changes to the audit plan, as needed, based on results during the audit.
- We organize and coordinate information and tasks internally and with clients, which makes for an efficient audit and minimal disruption to clients.
- We maintain open and frequent communication throughout the year.
- We make the audit process as streamlined, automated, and technologically feasible as possible, which will include requesting information to be provided by you in electronic format, when possible, and using a paperless file.

# Deliverables

## Financial Statements

We will draft the financial statements on the modified cash basis of accounting including the supplementary Schedules of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis - Budget and Actual in the format prescribed by the Nebraska Department of Education for Schuyler Community Schools for the years ended August 31, 2024, 2025, and 2026. We will draft them with the assumption that they will be reviewed prior to issuance and District personnel will be asked to review the draft information and accept responsibility for overseeing the completion of the drafts.

## Single Audit

If required, we will complete a single audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## Audit Opinion

We will issue a report on the fair presentation of the financial statements in conformity with the modified cash basis of accounting and a report on compliance and internal control over financial reporting based on an audit of the financial statements. We will file a copy of the final report with the Nebraska Auditor of Public Accounts on or prior to November 5th.

## AFR Upload Process

We will assist with the Annual Financial Report (AFR) upload process to the Nebraska Department of Education on or prior to November 1st.

## Attendance Testing

We will perform tests of compliance with the calculation of Average Daily Membership reported on the Annual Statistical Summary Report as specified in 92 NAC 2, requirements of the Nebraska Budget Act (commencing with Section 13-501 R.R.S.), and the Tax Equity and Educational Opportunities Support Act (commencing with Section 79-1001 R.R.S.).

# Audit Phases

| | |
|---|---|
| **Preliminary Communication** | • Facilitate a client planning meeting to gain an in-depth understanding of the district.<br>• Develop a list of client assistance schedules, timelines for all parties, and deliverable expectations.<br>• Review minutes of the board of directors. |
| **Understanding and Evaluating Controls** | • Review accounting policies and procedures.<br>• Understand internal control documentation and perform walkthroughs.<br>• Identify organization risks, controls, inherent risks, and preliminary materiality.<br>• Identify transactions and processes to test further. |
| **Application of Analytical Procedures** | • Develop analytical expectations.<br>• Review of preliminary financial data.<br>• Study plausible relationships of financial data to nonfinancial data.<br>• Inquiry with management. |
| **Development of Audit Programs** | • Develop specific procedures by area based on an assessment of controls and auditing procedures.<br>• Develop sampling plans for testing.<br>• Select and mail confirmations. |
| **Year-End Fieldwork** | • Review and understand internally generated reports, supporting schedules, and reconciliations, etc.<br>• Gather evidential matter.<br>• Perform substantive testing based on developed audit programs.<br>• Make additional inquiries based on the results of substantive testing.<br>• Perform final analytic and determine final materiality.<br>• Completion and summation. |
| **Report Preparation** | • Review draft financial statement report and required communication letters with those charged with governance.<br>• Obtain management letter and issue final report. |

# Proposed Fee

## FOR FISCAL 2024, 2025, AND 2026

Forward CPA is committed to establishing a long-term, mutually rewarding relationship with the District. The foundation of this relationship begins with an understanding of your organization and internal control. Accordingly, we will not charge for the non-recurring time that must be expended in the first year of the engagement to obtain the necessary background and understanding of your control environment. We take this opportunity to spend as much time as necessary to familiarize ourselves with your operations, books and records, and philosophies. This investment is expected to exceed 15% of the estimated first year's budgeted hours.

In developing the fee, we consider the degree of responsibility assumed, the complexity of the engagement, and the special skills necessary to solve problems. Based on our discussions, and on an assumed level of cooperation from your staff, we are proposing to perform the following services:

| Fiscal Year | Financial Statement Audit | Single Audit |
|---|---|---|
| Year ending August 31, 2024 | $16,000 | $6,000 |
| Year ending August 31, 2025 | $16,500 | $6,500 |
| Year ending August 31, 2026 | $17,000 | $7,000 |

Where services you explicitly request fall outside the nature, scope, and objectives of the engagement as agreed, we commit to submitting to you a proposal, under a separate cover, for the additional fees that will be required before commencing work.

We will not charge the District for every minor inquiry or phone call that you make, including technical questions. We want to encourage communication throughout the year that will allow us to assist you proactively rather than reactively.

If we need to spend significant time responding to one of your inquiries, or if significant additional time over the anticipated scope of work is projected, we will discuss the circumstances with you and arrive at a new estimate before any additional time and costs are incurred. These circumstances will result only from a material change in the existing structure or operating characteristics of your organization, from a deficiency by the District personnel in generating the accounting records necessary to perform the engagement, or from the issuance of new accounting and/or auditing pronouncements that would require us to incur additional time.

# Audit Timeline

| Timeframe | Task |
|---|---|
| May | Finalize client acceptance and issue engagement letter |
| June/July/August | Audit planning meetings with Superintendent and Business Manager |
| September/October | Commence Year-End Fieldwork |
| October 25 | Provide draft of Independent Audit Report |
| November 1 | Upload Annual Financial Report to the Nebraska Department of Education |
| November 5 | File Independent Audit Report with Nebraska Department of Education and Nebraska Auditor of Public Accounts |
| November | Within 30 days of the report date, we will file a data collection form for the single audit with the Federal Audit Clearinghouse. |

# Abby Janzing, CPA

www.forward-cpa.com

abby@forward-cpa.com

1-402-979-7046

## LICENSURE:

Licensed as a CPA in Nebraska and Iowa.

## EDUCATION:

Bachelor of Arts Degree in Accounting and Business Administration
Northwestern College, IA

## PROFESSIONAL AFFILIATIONS:

Member of the American Institute of Certified Public Accountants (AICPA)
Member of the Nebraska Society of CPAs

## AUDIT EXPERIENCE:

Experience auditing school districts since 2014.
Extensive experience in financial statement audits, and single audits under the Uniform Guidance.

## INDUSTRY EXPERIENCE:

Intermediate Single Audit Certification through the AICPA
In-depth knowledge of financial reporting standards applicable to school districts
Familiarity with relevant regulations and compliance requirements.

# References

## KIM BERAN:

Superintendent, High Plains Community Schools
Phone: 402-765-2271
Email: kberan@hpcstorm.org

## TONYA BANNISTER:

Business Manager, High Plains Community Schools
Phone: 402-765-2271
Email: tbannister@hpcstorm.org

## MICHELE FAUBEL:

Business Manager, West Point Public Schools
Phone: 402-372-5860
Email: mfaubel@wpcadets.net

## DANIEL WEDDLE:

Superintendent, West Point Public Schools
Phone: 402-372-5860
Email: dweddle@wpcadets.net

## BECKY GOTHIER:

Business Manager, Wakefield Community School
Phone: 402-287-2012
Email: bgothier@wakefieldschools.org

## MATT FARUP:

Superintendent, Wakefield Community School
Phone: 402-287-2012
Email: mfarup@wakefieldschools.org

# For inquiries, contact me.




www.forward-cpa.com

hello@forward-cpa.com

1-402-979-7046

**EXHIBIT "C"**
**Invitation to Bid**

**[ATTACH ITB]**

**INSTRUCTIONS TO BIDDERS**
**HIGH SCHOOL METAL ROOF INSTALLATION**
**SCHUYLER COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** Colfax County School District 19-0123, commonly known as the Schuyler Community Schools (School District or Owner), is requesting proposals from qualified individuals or entities for the installation of a metal roof on the high school roof. Project details are as follows:

   A. Scope and Nature.

   Job Location – High School

   All work will need to coordinated with the installation of new rooftop HVAC units.

   Metal Roof with Steel Framework - Build an 18-gauge galvanized steel framework over existing roof and install 24-gauge khaki painted steel standing seam roof panels over top. Panels are hidden clip/ fastener and mechanically seamed together. Area is approximately 38,000 square feet. See attached photograph for actual roof area.

   Flashing - New drip edge, rake edge and ridge cap in same material as roof.

   Gutter and downspout - New commercial gutters and downspouts in same material as roof.

   Warranty - Includes minimum manufacturers 35-year warranty on painted steel and 20-year weather tight warranty.

   Optional Add-On (to be bid separately) - Install blow in fiberglass insulation in attic cavity to get existing R value to R-38.

   B. Site. Schuyler Central High School, 401 Adam St., Schuyler, NE 68661.

   C. Schedule. Construction shall begin on or about May 23, 2024. The project shall be substantially completed no later than August 2, 2024.

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents

required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **PRE-BID MEETING.** All interested bidders are invited to a site visit to be held on **March 19, 2024 at 3:00 p.m.** at the high school. Attendance by bidders is advised.

3. **DEFINITIONS.**

A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidder (and any supplementary instructions); the bid form and any other bidding forms; Agreement for the High School Roof Project; and any Addenda and all other documents listed in these Instructions to Bidder.

B. Definitions set forth in the Agreement or in other Proposed Contract Documents apply to the Bidding Documents.

C. Addenda are written or graphic instruments issued by the Engineer or School District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

4. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:

A. The Bidder has read and understands the Bidding Documents;

B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or

presently under construction;

C. The Bid complies with the Bidding Documents;

D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;

E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;

F. The Bidder has read and understands the provisions set forth in the Agreement for the High School Roof Project;

G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

## 5. BIDDING DOCUMENTS.

A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect or Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing and shall be received by the School District at least seven days prior to the date for receipt of Bids.

C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.

E. Addenda will be available from the School District.

F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

H. Substitution of Materials. All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

## 6. BIDDING PROCEDURES.

A. Preparation of Bids.

(1) Bids must be submitted on the forms included with or identified in the Bidding Documents.

(2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.

(3) Sums must be expressed in numbers unless noted otherwise on the bid form.

(4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

(5) All requested Alternates must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

(6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

(7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind

the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.

(8) A Bidder shall incur all costs associated with the preparation of its Bid.

B. Bid Security. The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the district on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the district would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. Bid Submission.

(1) One copy of the bids and all required documents shall be delivered in a sealed opaque envelope with the Bidder's name, address, and telephone number clearly marked on the cover to Schuyler Community Schools, Attn: Superintendent, 120 W 20th Street, Schuyler, NE 68661.

(2) The lower left corner of the sealed envelope should read as follows: "High School Roof Bid".

(3) Bids will be received until **2:00 p.m. (Central Time) on April 2, 2024**.

(4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.

(5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

(1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the District. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

(2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully

conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

(3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the reasonable satisfaction of the School District, the Bid shall be withdrawn

(4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of 30 days following the opening of Bids.

## 7. CONSIDERATION OF BIDS.

A. Opening of Bids. Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at **2:00 p.m. on April 2, 2024**, or as soon as possible thereafter, in the Office of the Superintendent of Schools.

B. Awarding of Bid. The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on April 8, 2024, or at such other meeting determined by the Board.

C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.

D. Contact with Bidders. The district reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

E. Preference for Resident Bidder. In accordance with Nebraska Revised Statute section 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

F. Disqualification of Bidders. Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

(1) The School District has reason to believe that Bidder has engaged in collusion.

(2) The Bidder being interested in any litigation against the School District.

(3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.

(4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.

(5) The Bidder has not been in the business for at least five years.

G. Unless otherwise prohibited by law, the School District may accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

H. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.

I. Rejection Bids and Waiver of Informalities. The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information 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. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

## 8. BONDS AND INSURANCE.

A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

C. The Contractor shall procure and maintain Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile

Liability Insurance, Commercial General Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.

D. The cost of such bonds and insurance must be included in the Bid.

E. Time of Delivery and Form of Bonds.

(1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.

(2) The bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

(3) The bonds shall be dated on or after the date of the Contract.

(4) The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

**9. REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Agreement for the High School Roof Project. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

**10. POST-BID INFORMATION.**

A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the School District:

(1) A designation of the Work to be performed with the Bidder's own forces;

(2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

(3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of

the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

D. Persons and entities proposed by the Bidder and to whom the School District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the School District and Architect.

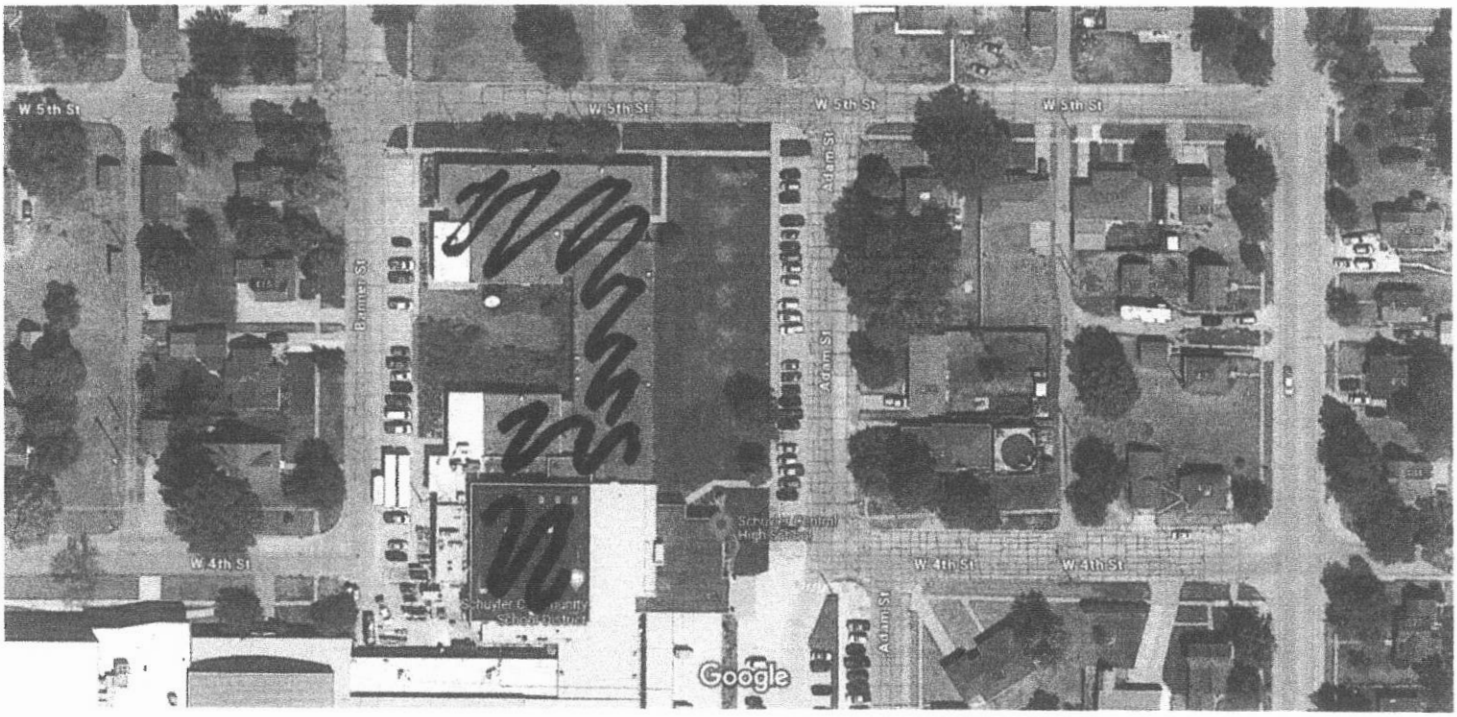
**11. DAVIS-BACON ACT.** The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The applicable wage determination is attached and incorporated by this reference.

**12. INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection in writing to Superintendent Bret Schroder at bret.schroder@schuylercommunityschools.org or Director of Facilities Ron Mundil at ron.mundil@schuylercommunityschools.org.

**Attachments**

Roof Photograph
Bid Form
Construction Contract
Wage Determination

Google Maps Schuyler Central High School




Imagery ©2024 CNES / Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

Approx 38,000 sq ft

**Exhibit "D"**
**Contractor's Bid**

**[ATTACH CONTRACTOR'S BID]**

**Magnum Builders Corporation**
310 E. Cloverly Rd.
Fremont, NE 68025 US

- Nebraska Contractor Registration # 23081-22
- Incorporated in Nebraska Exp. 2/15/25

# Proposal

**ADDRESS**
Schuyler Community Schools
401 Adam St.
Schuyler, NE 68661

**SHIP TO**
High School

**PROPOSAL #** 1869
**DATE** 03/22/2024

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Job Location**<br>High School and Auditorium.<br>Cost covers Davis Bacon wages and bonds. Insurance form, payment bond and performance bond provided upon contract. | 1 | 0.00 | 0.00 |
| **Remove rock**<br>Labor to remove rock from roof. | 1 | 22,000.00 | 22,000.00 |
| **Metal Roof**<br>Erect an 18 gauge galvanized steel framework on existing roof to slope to perimeter of building. Install 24 gauge kynar painted standing seam metal roof panels on frame (khaki). Panels are hidden clip/ fastener and mechanically seamed together. Area is all of the north end minus kitchen area and includes auditorium roof. Square footage is roughly 38,000. | 1 | 670,000.00 | 670,000.00 |
| **Flashing**<br>New drip edge, rake edge, ridge cap and wall panels needed to enclose attic cavity created by new framework. Same material as roof. | 1 | 30,000.00 | 30,000.00 |
| **Engineering**<br>Engineering for project. | 1 | 6,000.00 | 6,000.00 |
| **Exclusion**<br>Excludes the electrical and mechanical for raising AC units onto new roof elevation. Curbs for fans and pipe extensions are included by Magnum Builders. Platforms for AC units are included as well. | 1 | 0.00 | 0.00 |
| **Gutter and downspout**<br>Commercial gutter and downspouts are the same material as roof. | 1 | 17,000.00 | 17,000.00 |
| **Warranty**<br>Includes manufacturers 35 year warranty on kynar painted steel and Magnum Builders 20 year weather | 1 | 0.00 | 0.00 |

Zach [signature] 3/25/24

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|

tight warranty.

Payment of 35% due for procurement of materials when project is scheduled. Progress payments every month dependant on work completed.
Balance due upon completion.

| | |
|---|---|
| SUBTOTAL | 745,000.00 |
| TAX | 0.00 |
| TOTAL | **$745,000.00** |

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays beyond our control.

Zach Y 3/25/24

Accepted By

Accepted Date

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

**Magnum Builders Corporation**
310 E. Cloverly Rd.
Fremont, NE 68025 US

# Proposal

**ADDRESS**
Schuyler Community Schools
401 Adam St.
Schuyler, NE 68661

**SHIP TO**
High School reroof project

**PROPOSAL #** 1876
**DATE** 03/25/2024

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **Insulation-Blown in**<br>Fill attic cavity with Knauf Ecofill fiberglass blow in insulation to bring R value of roof to R-38. Cost is based on adding R-19 to attic or 7". | 1 | 35,000.00 | 35,000.00 |

Payment due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays beyond our control.

| | |
|---|---|
| SUBTOTAL | 35,000.00 |
| TAX | 0.00 |
| TOTAL | **$35,000.00** |

Zach Y 3/25/24

Accepted By

Accepted Date

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

NEBRASKA

DEPARTMENT OF LABOR

# Contractor Registration Certificate

This certificate is non-transferable

**Registration # 23081-24**

Date Expiring: 2/15/2025

MAGNUM BUILDERS CORPORATION
310 E Cloverly
Fremont, NE 68025

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239

John N. Albin
Commissioner of Labor

## BID FORM

Project Identification: High School Roof Project

1. **BID RECIPIENT.** This Bid is submitted to: Schuyler Community Schools, Attn: Superintendent, 120 W 20th Street, Schuyler, NE 68661.

   The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. **BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

   A. The Bidder has read and understands the Bidding Documents;
   B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
   C. The Bid complies with the Bidding Documents;
   D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
   E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
   F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
   G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
   H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract

documents; acceptance or rejection of any bids; and award of the contract;

I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;

N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;

O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;

P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

(1) Agreement for the High School Roof Project;

(2) Addenda

| No. | Date | Pages |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____ _____ _____

_____ _____ _____

(3) Other: Wage Determination.

4. **PROFESSIONAL REFERENCES.** Provide the contact name, company, address, and phone number of at least three references for whom you have provided the same or similar services on a project of similar scope.

**#1**
Contact Name: PJ Quinn
Company: Mead Public Schools
Address: 114 N. Vine Mead, NE 68041
Phone Number: 402-624-2745

**#2**
Contact Name: Bryce Jorgenson
Company: Southern Valley Schools
Address: 43739 Hwy 89 Oxford, NE 68967
Phone Number: 308-868-2222

**#3**
Contact Name: Brad Dahl
Company: Fremont Public Schools
Address: 130 E. 9th Fremont, NE 68025
Phone Number: 402-727-3000

5. **Claims and Suits.**
Has your organization ever failed to complete any work awarded to it? No
If yes, explain: _____

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No
If yes, explain: _____

6. **BID.** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s): $ 745,000

Optional Insulation Add-On: $ 35,000

7. **COMPLETION DATES.** Bidder agrees that its anticipated start date is 5/23/24, 2024, and it will attain Substantial Completion of the Work by 8/2/24, 2024, and Final Completion by

8/31/24, 2024.

**8. BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

A. Required Bid security in the form of a:
- ☑ Bid Bond (AIA A310);
- ☐ Certified Check; or
- ☐ Cashier's Check.

B. Proposed Work Schedule.
C. Any exceptions to the bid requirements.
D. Proposed contract modifications, if any.

**9. INSURANCE.** The insurance limits for each type of insurance typically maintained by the Bidder are listed below are as follows:

| | | Each occurrence/General aggregate |
|---|---|---|
| A. | Commercial General Liability: | $1,000,000 /$2,000,000 |
| B. | Automobile Liability: | $1,000,000 /$2,000,000 |
| C. | Umbrella Liability: | $1,000,000 /$1,000,000 |
| D. | Employer's Liability: | $1,000,000 /$2,000,000 |
| E. | Other: lease/rented equip. | $25,000 /$ |

Zach Yount
Signature

Zach Yount
Printed Name

President
Title

Magnum Builders Corp.
Firm Name

310 E. Cloverly Rd. Fremont, NE 68025
Address

402-719-7416
Telephone Number

magnumbuilder@gmail.com
E-mail

## AGREEMENT FOR THE HIGH SCHOOL ROOF PROJECT

THIS AGREEMENT is entered into by and between **Colfax County School District 19-0123**, also known as **Schuyler Community Schools** ("District"), and Magnum Builders Corp. ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

1. **Scope of the Contract.** The Contractor shall provide to the District the goods and/or services as defined in **Exhibit A** which is attached hereto and incorporated herein by this reference.

2. **Payment Terms/Payment Schedule.** The District shall pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference.

3. **Time.**

   A. Contract Time Defined. The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement 8/31/24, **2024**.

   B. Time of the Essence. Contractor acknowledges that time is of the essence under this Agreement and agrees to timely perform its obligations and cause any subcontractors and materialmen to timely perform so that the Scope of the Contract may be completed within the Contract Time. By executing this Agreement, Contractor confirms the Contract Time constitutes reasonable time periods to complete the Scope of the Contract. Contractor acknowledges that the District will suffer financial loss if the Project is not completed by the Contract Time and also recognizes the delays, expenses and difficulties involved in proving actual loss suffered by the District if the Scope of the Contract is not completed by the Contract Time. Accordingly, instead of requiring such proof, District and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay District $250.00 for each day that expires after the date set forth in Section 3.A and defined as the Contract Time until the Scope of the Contract is completed in accordance with this Agreement. The District may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.

   C. Extensions. An extension of time for any delay shall be granted only upon written consent by District after a written claim is made by Contractor to District within 72 hours after the occurrence causing such delay. Except for the suspension by District for convenience, Contractor shall not be entitled to any increase in the price or to damages or additional compensation as a consequence of such delay.

4. **District's Representative.** Following is the District's representative who is authorized to act on the District's behalf with respect to the project and this Agreement:

Bret Schroder, Superintendent
Schuyler Community Schools
120 W 20th Street
Schuyler, NE 68661
402 352-3527
bret.schroder@schuylercommunityschools.org

**5. Contractor's Representative.** Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: Zach Yount
Company Magnum Builders Corp.
Address 310 E. Cloverly Rd.
Address Fremont, NE 68025
(402) * 727-8539
Email: magnum.builder@gmail.com

**6. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Colfax County, Nebraska.

**7. Termination.**

A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

(1) Insolvent;
(2) Makes a general assignment for the benefit of creditors;
(3) Files a voluntary petition of bankruptcy;
(4) Suffers or permits the appointment of a receiver for its business or assets;

(5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or

(6) Has wound up or liquidated, voluntarily or otherwise.

E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

**8. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

**9. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate.

D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.

**10. Contractor Bonds.** To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

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

**12. Publicity.** The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.

**13. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall

adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

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

15. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

17. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

18. **Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

19. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.

20. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.

21. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Schuyler Community Schools
Attn: Superintendent
120 W 20th Street
Schuyler, NE 68661

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: Magnum Builders Corp.
Attn: Zach Yount
310 E. Cloverly Rd.
Fremont, NE 68025

Notice is effective only if the party giving the Notice has complied with this section.

22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:

A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.

24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

25. **Waivers.**

A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.

B. No failure or delay:
(1) In exercising any right or remedy, **or**
(2) In requiring the satisfaction of any condition under this Agreement, **and**
(3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

**26. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**27. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**28. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**29. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.

**30. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.

**31. Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

32. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

33. **Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

34. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.

35. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.

36. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.

37. **Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.

38. **Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

    A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
    B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
    C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
    D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
    E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is

to be performed, and correlated his observations with the requirements of the Contract Documents; and

F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**39. Badging, Identification, and Other Rules.** When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

A. wear uniform at all times with company identification;
B. carry photo identification;
C. not smoke or otherwise use tobacco;
D. not use, or be under the influence of, alcohol or drugs;
E. not carry a firearm or other weapon; and
F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

**40. Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

**41. Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to District
Exhibit B – Payment Terms & Schedule
Exhibit C – Invitation for Bids ("ITB")
Exhibit D – Contractor's Bid
Exhibit E – Wage Determination

**42. Federal Funding.** It is understood that this Agreement may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education (hereinafter "USDOE") and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

**.1 Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

.2 **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).

.3 **Davis-Bacon Act:** (Contracts that exceed $2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

.4 **Contract Work Hours and Safety Standards Act:** (Contracts that exceed $100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

.5 **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.

.6 **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.

.7 **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.

.8 **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

.9 **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.

.10 **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed $150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

.11 **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

.12 **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

.13 **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM).

.14 **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

.15 **Termination for Cause and Convenience:** (Contracts that exceed $10,000) Termination for cause and convenience are governed by section 8 above.

.16 **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

.17 **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at $150,000, but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

.18 **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**43. Davis-Bacon Act Requirements.** The Contractor agrees to comply with the following provisions as required by 29 CFR § 5.5.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Owner to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Owner shall refer the questions, including the views of all interested parties and the recommendation of the Owner, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner if the Owner is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site

at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**44. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the District and Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

| **DISTRICT** | **CONTRACTOR** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Zach Yount |
| Title: _____ | Title: President |
| Date: _____ | Date: 8 |

## EXHIBIT "A"

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

Proposal attached in Exhibit D

**[INSERT SCOPE OF SERVICES]**

The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **Contractor's Duties.** Contractor's duties are as follows:

A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.

B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.

C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.

D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.

E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.

F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement

all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

**3. Warranty.** Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials, equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

**4. Change Orders.** District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

**5. Suspension by District for Convenience.** District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

**6. Protection of Work.** Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials

at the construction site, unless such loss or damage results from an intentional act of the District.

**7. Liens.** Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

## EXHIBIT "B"

**1. Payment Terms/ Payment Schedule.**

A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:

1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of $745,000 (the "Contract Price").

2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.

C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

**2. Acceptance of Services or Products.**

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").

C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. **Title and Risk of Loss.**

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.

B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. **Offset.** In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. **Payment Upon Termination.** Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

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| **2024-25 IT Department Hardware Budget** | |
| | |
| **Description** | |
| | |
| * Student iPads annual refresh cycle - incoming 3rd, 6th, & 9th grade students | |
| * Student iPad protective cases & keyboard/trackpad cases for grades 6 & 9 | |
| * SCHS CAD computer cart | |
| * Teacher 12.9" iPad Pro (spares/loaners) & keyboard/trackpad cases | |
| * Teacher 13" MacBook Air laptops (spares/loaners) | |
| * Apple TV's | |
| * Samsung 70" TV for classrooms (spares) | |
| | |
| **Student & Teacher devices/accessories estimated total:** | **$222,000.00** |
| | |
| | |
| **2024-25 SCS Network & WiFi Equipment Refresh (erate 80% reimbursement)** | |
| | |
| * Routers, PoE switches, WiFi access points, & rack mounted battery backups | |
| | |
| **Out of pocket equipment total before erate reimbursement:** | **$72,000.00** |
| | |
| **After 80% erate reimbursement, our Network/WiFi equipment cost - $14,400** | |
| | |
| Summary: The student's iPad/case refresh cycle remains in tact with new ipads/cases being purchased for incoming 3rd graders (class of 2034), 6th graders (class of 2031), and 9th graders (class of 2028). The current 2nd & 8th grade ipads will be repurposed and roll down to grades KG-2. Current senior class will have the option to purchase their iPad again this year. Last year, approx. 75% of the senior class purchased their iPad. Unsold senior iPads will roll down to K-2 and/or will be repurposed as loaners for all buildings. | |
| | |
| In an effort to trim the 2024-25 IT budget, we are not replacing four year old teacher devices until next summer. Teacher's primary devices are switching to a five year refresh cylcle. | |
| | |
| | |

# Student Council Board Report

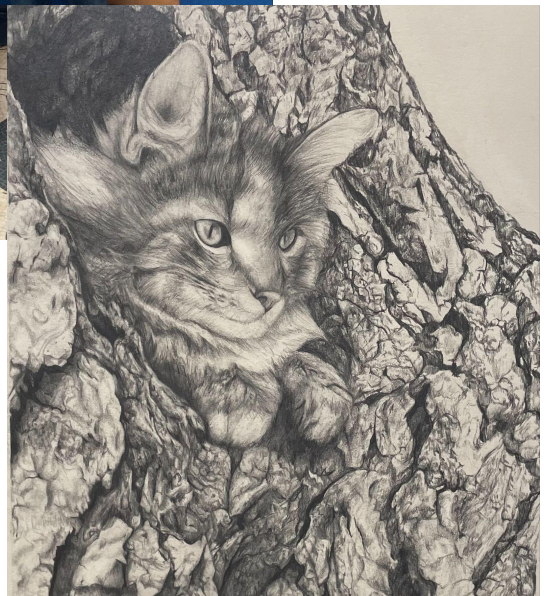
April 15th, 2024

# Art

The month of March is recognized nationally as Youth Art Month (YAM). To celebrate YAM at the state level, the Nebraska Art Teachers Association (NATA) hosts an annual art show at the Nebraska State Capitol building in Lincoln, Nebraska to recognize our talented young art students. Schuyler was represented by two students, Jesus Chavez and Destheny Ortega. Schuyler swept the awards with Jesus' drawing winning a honorable mention, and Destheny winning both Best Overall Artist and Best in Show artwork. Her drawing will be printed onto a flag which will represent the state of Nebraska at the 2025 NAEA National Convention! This is a big deal







# ACT

Juniors took the ACT and Sophomores took the PreACT on Tuesday, April 9th. Mr. Harper, Mr. Moomey and Mr. Trotter cooked breakfast and other staff helped serve.  FFA and Student Council supported the breakfast by paying for the pancake mix and Cargill donated the sausage. Student Council also donated gum to help students stay alert during the testing!

# UNL Language Fair (April 4th)

- Eight Students competed at the UNL Language Fair. More than 10 schools across Nebraska attended. They all competed at a Level 2 in the Spanish language. Four students competed in the poster category and the other four competed in the short film category.

- Esmeralda Muñoz won an honorable mention with her poster *“Guerra y reconciliación”*

- Video Link if anyone would like to watch the short film (FYI CONTENT WARNING):

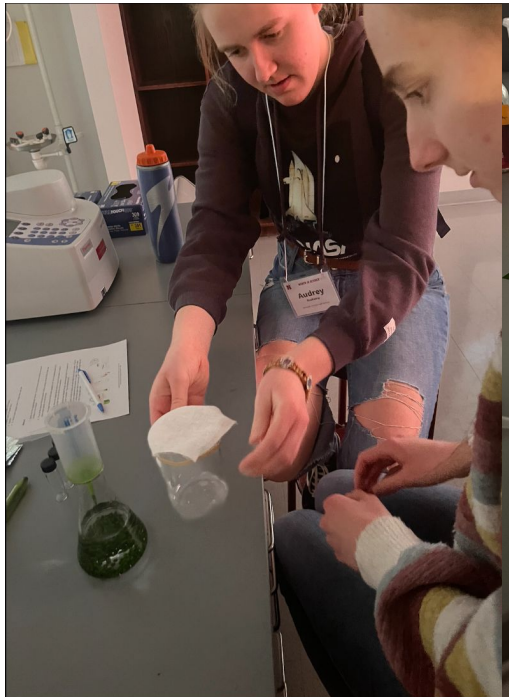
  https://drive.google.com/file/d/1OiR_9q6YK4q3sRdE9WXDHWErvpE1v2La/view?usp=sharing

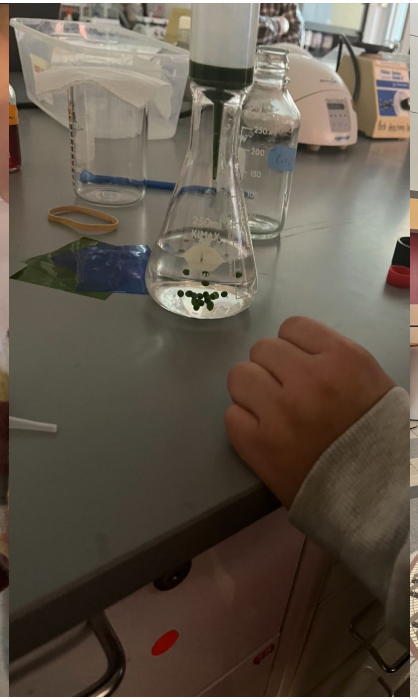





# UNL Women in STEM Conference (April 5th - 6th)

- Students took a tour of the city campus.
- Students were able to talk to various faculty members from STEM departments and about their post-secondary education plans. Our students have shown an interest in the medical field and engineering. Our students were invited to a variety of workshops over the next couple of weeks and the summer to further pursue their interests and prepare them for college.
- Students completed a photosynthesis lab with fresh water algae. By creating algae beads (made of algae and sodium alginate solution), they indirectly observed the change in concentration of oxygen in algae beads that are exposed to different amounts of light. Students made qualitative and quantitative observations of the algae culture tubes.





# English Learner Wayne State College Visit

We were given the opportunity to take 30 English Learners to Wayne State College on a visit. We were given tours of campus where the students were able to practice their English and interpreting skills. They listened to an admissions counselor and learned about all of the programs offered at Wayne State College. A representative discussed all of the opportunities and activities available for students on campus and a student panel described their college experience. We have many EL students interested in continuing their education at Wayne.



# Classroom Engagement

In ITA, students learned how to use Microsoft Excel to keep track of and analyze large amounts of data.  To practice, they took part in blind taste tests to try and determine if Skittles actually had different flavors or not.  Surprising, students (and Mr. Steinhoff) were able to identify the correct flavor less than 40 percent of the time



# Girls Soccer

As of April 5th, our record is 4 wins and 1 loss. We play Lincoln Lutheran on the 9th and the conference tournament is coming up on April 11th & the 13th. Alyza Arroyo, Gaby Rodriguez, and Ailyn Angel continue to lead us offensively, while Jess Ortega, Jamie Romero, Juana Calachij, and Natalie Espiritu hold strong on defense. Natalie Fuentes has really stepped up this year at goalie and continues to improve every game. The team is doing great working together and they continue to impress.







# Speech

Schuyler took 5 students to state speech competing in 9 events! At State Speech Gina Alba was the STATE RUNNER UP in POI and Alex Aldana earned 4th.






# FFA

**Agriscience**
Caleb Bailey - Blue Ribbon
Anna Dinslage - Red ribbon
**Natural Resources - 9th Overall**
Bela Jedlicka - Purple
Addison Vavricek - Blue
Allison Vavricek - Blue
Abby Reyna - White
**Welding**
Aiden Rorah - MIG 12th Overall
Grant Arps - Oxyacetylene 20th Overall
**Livestock Judging - 8th Overall**
Allison Vavricek- STATE CHAMPION
Addison Vavricek - 10th Place
Bela Jedlicka - Blue
**Extemporaneous Speaking**
Maliya Keeshan - Placed in Bronze Division
**Parliamentary Procedure - Placed in Silver Division**
Allison Vavricek
Addison Vavricek
Bela Jedlicka
Hope Borman
Abby Reyna
Maliya Keeshan















# FCCLA

- 9 chapter members attended State Leadership Conference in Lincoln April 7th-9th
  - Alex ran for State office
  - 7 members volunteered with STAR events
  - Schuyler received a Silver Chapter award for their work throughout the year

- Congratulations to competitors:
  - Cristal & Yanibeth - Bronze in Interior Design
  - Allison - Silver in Teach & Train

- Gina was selected to be a speaker at National Leadership Conference in Seattle, Washington this July

- SCHS is set to host District STAR next year & a date has officially been set for Friday, January 17th, 2025



# National Honor Society:

- We celebrated National Down Syndrome day on 3/21 with a blue/gold or crazy sock day. We also added a couple of facts about Down Syndrome to the announcements. Several students and staff dressed up.
- We have been visiting the preschool each Wednesday since January. Members go in groups of 3-5 either in the morning or afternoon to spend sometime with the littles. Members help with crafts/art projects, play at recess with the kids, read books to preschools or help with other activities. Both the preschool and NHS members enjoy the time together.
- We hosted a blood drive on 3/27. We collected 29 units of blood. Our goal was 27, so we did very well. The next blood drive at the school will be July 10 and Dec. 9.
- New members for 2024-25 school year will be selected by a committee of teachers on April 12 and letters of acceptance will be sent out the next week.
- We will be electing new officers this month also.
- New member induction and senior farewell will be May 6 at 6pm in the auditorium. Please come join us!





