

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, June 12, 2017 7:00 PM
Middle School/High School Conference Room
700 South Kent St.
Madison, NE 68748-0450

The sequence of items on the agenda is provided as a courtesy. The board reserves the right to consider items in any sequence deemed appropriate. Therefore, visitors are encouraged to attend the meeting from the beginning.

1. Call the Meeting to Order
 - 1.1. Roll Call
 - 1.2. Excuse absence Board members
 - 1.3. Pledge of Allegiance
 - 1.4. Open Meetings Act
 - 1.5. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
4. Administrator and Other Reports
 - 4.1. Superintendent's report
5. Board Committee Reports/Meeting dates
6. Action Items
 - 6.1. Discuss, consider and take all necessary action to approve EMMLB requests.
 - 6.2. Discuss, consider, and take all necessary action to approve a resignation from Katie Fite.
 - 6.3. Discuss, consider, and take all necessary action to approve a resignation from Mr. Viergutz
 - 6.4. Discuss, consider, and take all necessary action to approve a teaching contract with Jordan Nelson.
 - 6.5. Discuss, consider and take all necessary action to approve a 0.75 FTE teaching contract with David Kaps for the 2017-2018
 - 6.6. Discuss and take all necessary action to approve a 0.50 FTE Teaching contract and a 0.50 FTE Sped Para agreement with Garrett Koopman.
 - 6.7. Discuss, consider, and take all necessary action on a request from Kevin Signor in regards to possible sale of old damaged bleachers.
 - 6.8. Discuss, consider, and take all necessary action to enter a possible Hold agreement to purchase a bus coming off a lease from Coach Masters in Kearney Ne.
 - 6.9. Discuss, consider, and take all necessary action to purchase Secondary Science textbooks.
 - 6.10. Discuss, consider, and take all necessary action approve an agreement with Strong Fathers Strong families to provide 4 events during the 2017-2018 school year.
 - 6.11. Discuss, consider, and take all necessary action to approve the annual lease of the City Auditorium.
 - 6.12. Discuss, consider, and take all necessary action to approve an agreement with the Madison Junior wrestling Association for rental of the Alice Jones Building.

- 6.13. Discuss, consider, and take all necessary action to purchase 24 laptops to follow the technology rotation plan.
- 6.14. Discuss, consider, and take all necessary action to purchase a gas range for the High School kitchen.
- 6.15. Discuss, consider, and take all necessary action to approve 2016-17 Bread and Milk Bids from Bimbo Bakeries and Hiland Dairy Foods.
- 6.16. Discuss, consider and take all necessary action to set the rate for 2017-2018 activity passes.
- 6.17. Discuss, consider and take all necessary action to accept a bid from Complete Floors to replace carpet and stair treads in the entrance to the Middle School wing.
- 6.18. Discuss, consider, and take all necessary action to adopt Board Policies.
- 6.19. Discuss, Consider, and take all necessary action on the superintendents contract.
7. Topics for next month's Board of Education meeting
 - 7.1. 2017-2018 Budget Projections
 - 7.2. Hearings on Parental involvement and the Student fees policy
8. Adjournment

The board reserves the right to enter executive session if it deems it necessary to prevent needless injury to a staff member's reputation or for the protection of the public interest.

MADISON ACTIVITY FUND - May, 2017

Fund (account name)	Beginning Balance	Receipts	Disbursements	Ending Balance
AD Account	\$13,400.74	\$360.00	\$1,493.08	\$12,267.66
Art Club	\$468.24	\$0.00	\$0.00	\$468.24
Band	\$4,172.68	\$11.00	\$0.00	\$4,183.68
Boys BB	\$2,479.71	\$0.00	\$170.00	\$2,309.71
Boys BB FR	\$1,279.43	\$75.00	\$1,350.00	\$4.43
Cheerleaders	\$1,555.28	\$110.00	\$0.00	\$1,665.28
Class of 2017	\$1,121.68	\$100.00	\$357.00	\$864.68
Class of 2018	\$845.37	\$536.00	\$682.25	\$699.12
Class of 2019	\$359.93	\$30.00	\$0.00	\$389.93
Class of 2020	\$272.72	\$0.00	\$0.00	\$272.72
Concessions	\$10,489.14	\$0.00	\$501.86	\$9,987.28
Courtesy	\$3,614.25	\$0.00	\$0.00	\$3,614.25
Cross Country	-\$118.30	\$275.00	\$47.50	\$109.20
Cross Country FR	\$934.11	\$0.00	\$0.00	\$934.11
Dance Line	\$465.52	\$0.00	\$0.00	\$465.52
District Funds	\$6,257.75	\$321.80	\$315.35	\$6,264.20
Dragon Pride Acct	\$7,530.67	\$0.00	\$644.06	\$6,886.61
Elem. Activity Acct	\$3,663.42	\$188.67	\$1,334.57	\$2,517.52
Elem. Fundraiser	\$562.85	\$0.00	\$0.00	\$562.85
Elem. PTO	\$1,000.82	\$100.00	\$0.00	\$1,100.82
Elem. Student Council	\$8,473.83	\$789.50	\$1,145.75	\$8,117.58
ELL Class	\$465.65	\$0.00	\$82.77	\$382.88
Emergency Assist.	\$1,533.24	\$0.00	\$0.00	\$1,533.24
Ethnic Diversity Club	\$727.46	\$50.00	\$499.98	\$277.48
FBLA	\$284.05	\$0.00	\$0.00	\$284.05
FFA	\$4,077.14	\$195.56	\$715.00	\$3,557.70
Football	-\$4,491.36	\$0.00	\$230.00	-\$4,721.36
Football FR	\$0.00	\$0.00	\$0.00	\$0.00
Girls Basketball	\$1,582.01	\$0.00	\$112.50	\$1,469.51
Girls BB FR	\$595.86	\$35.00	\$388.99	\$241.87
Golf	\$551.78	\$0.00	\$337.50	\$214.28
Golf FR	\$355.55	\$0.00	\$0.00	\$355.55
History Club	\$2.88	\$0.00	\$0.00	\$2.88
Homecoming	\$481.14	\$0.00	\$468.00	\$13.14
Honor Society	\$1,685.23	\$0.00	\$455.00	\$1,230.23
HS Student Council	\$1,377.30	\$0.00	\$91.17	\$1,286.13
M-Club	\$5,978.56	\$0.00	\$0.00	\$5,978.56
Marketing Comm.	\$543.96	\$0.00	\$0.00	\$543.96
MS Activity Acct	\$9,756.31	\$97.40	\$987.00	\$8,866.71
Music Boosters	\$3,858.57	\$0.00	\$0.00	\$3,858.57
Musical	\$4,864.94	\$1.30	\$415.94	\$4,450.30
One-Act Play	\$1,456.39	\$0.00	\$0.00	\$1,456.39
Pre-School	\$32.66	\$0.00	\$0.00	\$32.66
Quiz Bowl	\$683.01	\$0.00	\$0.00	\$683.01
Resale	-\$1.97	\$125.00	\$0.00	\$123.03
Scholarships	\$15,166.38	\$0.00	\$850.00	\$14,316.38
Secondary Act Acct	\$5,866.65	\$40.00	\$0.00	\$5,906.65
SkillsUSA	\$150.37	\$0.00	\$0.00	\$150.37
Soccer	\$15,007.74	\$2,675.00	\$1,105.27	\$16,577.47
Soccer FR	\$1,322.60	\$0.00	\$0.00	\$1,322.60
Softball	\$257.37	\$550.00	\$115.00	\$692.37
Softball FR	\$734.07	\$0.00	\$0.00	\$734.07
Speech	\$1,094.25	\$0.00	\$0.00	\$1,094.25
Teachers	\$1,901.25	\$0.00	\$0.00	\$1,901.25
Track	\$3,369.25	\$1,407.75	\$2,855.12	\$1,921.88
Track FR	\$2,814.67	\$72.00	\$2,488.47	\$398.20
Uniform Replacement	-\$3,116.93	\$0.00	\$0.00	-\$3,116.93
Volleyball	\$1,978.18	\$0.00	\$115.00	\$1,863.18
Volleyball FR	\$732.24	\$0.00	\$0.00	\$732.24
Water Quality Project	\$1,149.61	\$110.00	\$563.22	\$696.39
Weightroom	\$1,197.81	\$0.00	\$0.00	\$1,197.81
Wrestling	\$428.38	\$1,950.00	\$115.00	\$2,263.38
Wrestling FR	\$176.72	\$1,100.00	\$245.00	\$1,031.72
Yearbook	\$912.81	\$0.00	\$0.00	\$912.81
TOTALS	\$156,373.62	\$11,305.98	\$21,277.35	\$146,402.25
Student Act. Fee Fund	\$5,773.56	\$0.49	\$0.00	\$5,774.05
Lunch Fund	\$75,988.50	\$31,716.25	\$32,027.62	\$75,677.13

Liability Activity Fund
 Account QuickReport
 As of May 31, 2017

Type	Date	Num	Name	Memo	Split	Amount	Balance
Activity Fund							157,541.37
Check	05/01/17	DEBIT	University of Nebraska ...	Summer camp	Girls BB FR	-353.99	157,187.38
Check	05/02/17	23071	Francisca Romero	Activity Fee refund (Annie & Natalie)	District Funds	-80.00	157,107.38
Check	05/02/17	23072	Wisner-Pilger High School	MS Track entry fee	Track	-125.00	156,982.38
Check	05/02/17	23073	Stanton High School	Entry fee - Golf	Golf	-75.00	156,907.38
Check	05/02/17	23074	Autism Action Partnership	Raffle - Autism fundraiser	Dragon Pride Acct	-360.00	156,547.38
Check	05/02/17	23075	Battle Creek High School	Braves Booster Invite	Track	-160.00	156,387.38
Check	05/02/17	23076	YMCA	Summer BB league (boys)	Boys BB FR	-900.00	155,487.38
Check	05/02/17	23077	Concordia University	Boys BB Team camp	Boys BB FR	-250.00	155,237.38
Check	05/02/17	23078	Superior Boys Basketball	Boys BB team camp	Boys BB FR	-200.00	155,037.38
Check	05/02/17	23079	Battle Creek High School	District track entry	Track	-40.00	154,997.38
Check	05/03/17	23080	NSAA	Activity registration -- 2017-18	AD	-1,110.00	153,887.38
Check	05/03/17	23081	Camp Kitaki	7th Grade field trip	MS Activity Acct	-897.00	152,990.38
Check	05/03/17	23082	Fan Cloth Products LLC	Inv. IN278119/Inv. IN281140 (Track FR)	Track FR	-2,291.00	150,699.38
Check	05/03/17	23083	The Farmer Co., Inc.	Inv. 825570/Inv. 825714	Concessions	-104.13	150,595.25
Check	05/03/17	23084	Amazon	BB system for Elem. (\$615 PATCH Grant)	Elem. Activity Acct	-755.40	149,839.85
Check	05/03/17	23085	Digital Printing & Signs	Coaches polos/hoodies & beanies	Soccer	-997.59	148,842.26
Check	05/03/17	23086	HyVee Accounts Receiva...	Acct 43858 (flowers/soccer banquet)	-SPLIT-	-31.50	148,810.76
Check	05/03/17	23087	Choice Foods	Acct 3336	-SPLIT-	-113.79	148,696.97
Check	05/03/17	23088	Menards	Inv. 13060 (Musical set) Acct 31030309	Musical	-91.94	148,605.03
Check	05/03/17	23089	Michael's Photography	42 Sr. 5 x 10 composites (\$8.50 each)	Class of 2017	-357.00	148,248.03
Check	05/03/17	23090	Quality Inn & Suites	4 rooms (4-22-17) Science Olympiad	Water Quality Project	-296.00	147,952.03
Check	05/03/17	23091	Sydex, LLC	Inv. 26248 (online track)	Track	-80.50	147,871.53
Check	05/03/17	23092	Winners' Circle	Track Awards	Track	-216.40	147,655.13
Check	05/03/17	23093	Nebraska FFA Association	State Convention - 2017	FFA	-123.00	147,532.13
Check	05/03/17	23094	Fairfield Inn & Suites	Rooms - FFA (4-7-17)	FFA	-516.00	147,016.13
Check	05/03/17	DEBIT	Hobby Lobby	Frame - Academy of Honor	HS Student Council	-5.84	147,010.29
Check	05/03/17	DEBIT	The UPS Store	Academy of Honor package mailing	HS Student Council	-85.33	146,924.96
Check	05/05/17	23095	Brady & Amy's, Inc.	Prom balloons	Class of 2018	-30.50	146,894.46
Check	05/09/17	23096	Erin Scheffler	Bley Scholarship 2017	Scholarships	-850.00	146,044.46
Check	05/11/17	23097	YMCA	Circle of Friends - 1 hr. laser tag	Dragon Pride Acct	-100.00	145,944.46
Check	05/11/17	23098	Oakland Golf Club	Green fees for practice round	Golf	-90.00	145,854.46
Check	05/11/17	23099	Renner Wraps & Graphics	Inv. 2162 (Musical shirts)	Musical	-324.00	145,530.46
Check	05/12/17	23100	Cash	Meal money - State Track	Track	-54.00	145,476.46
Check	05/12/17	23101	GPS, Inc.	Subway 2-21 \$76 / 4-27 \$50	-SPLIT-	-126.00	145,350.46
Check	05/12/17	23102	Gothenburg Public Scho...	Shot/Discus entry fee (Kolby Johnson)	Track	-14.00	145,336.46
Check	05/12/17	23103	Complete Music	2017 Homecoming	Homecoming	-468.00	144,868.46
Check	05/12/17	23104	MHS General Fund	Track starter (Paul Herz)	Track	-589.25	144,279.21
Check	05/12/17	23105	Gordon Bernard Company	Jr. class calendars	Class of 2018	-651.75	143,627.46
Check	05/15/17	23106	Julie Engelmann	Reimbursements	ELL Class	-35.79	143,591.67
Check	05/15/17	23107	American Heart Associa...	Fundraiser - Red Cross shirts	Honor Society	-455.00	143,136.67
Check	05/15/17	23108	MHS Lunch Fund	Parent's night cookies/Elem Field Day	-SPLIT-	-469.42	142,667.25
Check	05/16/17	23109	Mike Sunderman	Reimb. Elem. field day	Elem. Activity Acct	-18.28	142,648.97
Check	05/16/17	23110	Leticia Rodriguez	Reimb. for dresses for Ethnic Day	Ethnic Diversity Club	-499.98	142,148.99
Check	05/18/17	23111	Oakland-Craig High Sch...	District Golf	Golf	-100.00	142,048.99
Check	05/18/17	23113	Winners' Circle	Girls BB awards/Track (Replacement of Ck #2...	-SPLIT-	-1,167.75	140,881.24
Check	05/18/17	23112	Winners' Circle	Awards	-SPLIT-	-121.60	140,759.64
Check	05/19/17	23114	Super 8 Omaha West Do...	State track rooms	-SPLIT-	-459.95	140,299.69
Check	05/19/17	23115	Henry Doolry Zoo	Zoo trip - (Pre-School)	Elem. Activity Acct	-245.00	140,054.69
Check	05/19/17	23116	Monette Osten	Bowling party	Elem. Activity Acct	-75.89	139,978.80
Check	05/19/17	DEBIT	Norfolk 7 Movie Theatre	3-5th graders movie/combo snacks	Elem. Student Council	-1,145.75	138,833.05
Check	05/19/17	DEBIT	Pizza Ranch	Autism Grant (Circle of Friends party)	Dragon Pride Acct	-104.06	138,728.99
Check	05/20/17	DEBIT	Walmart	Circle of Friends (Autism Grant)	Dragon Pride Acct	-30.00	138,698.99
Check	05/23/17	23117	Stanton High School	JrHi Track Invite -- Apr. 6	Track	-100.00	138,598.99
Check	05/23/17	23118	Julie Engelmann	Reimbursements	ELL Class	-46.98	138,552.01
Check	05/24/17	DEBIT	QuickBooks	Quick Books update to 2016	District Funds	-235.35	138,316.66
Check	05/30/17	23119	Schuyler High School	Summer wrestling league	Wrestling FR	-245.00	138,071.66
Check	05/30/17	23120	NCA	NCA clinic reg./memberships	-SPLIT-	-1,330.00	136,741.66
Check	05/31/17	23121	Mahaska	Concession/Track	-SPLIT-	-193.00	136,548.66
Check	05/31/17	DEBIT	Mansion Schools	Watershed supplies	Water Quality Project	-194.64	136,354.02
Deposit	05/31/17	1857	Deposit		-SPLIT-	9,921.43	146,275.45
Deposit	05/31/17		Interest on NOW Account		District Funds	126.80	146,402.25
Total Activity Fund						-11,139.12	146,402.25
TOTAL						-11,139.12	146,402.25

Board of Education Regular Meeting

May 08, 2017 7:00 PM

Middle School/High School Commons

Attendance taken at 7:03 PM:

Present Board Members:

Jane Daberkow
Harlow Hanson
Jim Knapp
Deb Neidig
Jim Reeves
Steve Ruh

1. Call the Meeting to Order

1.1. Roll Call

1.2. Excuse Absent Board members

1.3. Pledge of Allegiance

1.4. Open Meetings Act

1.5. Madison Public Schools Mission Statement

2. Consent Agenda

Motion Passed: Motion to approve consent agenda items 2.1, 2.2 & 2.3 as presented. Passed with a motion by Steve Ruh and a second by Deb Neidig.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

Advance Education Inc.	Accreditation fees	2,700.00
Albracht Disposal Service	Trash removal	325.00
Alpha Workforce Health	Physical	85.00
Amazon.Com Credit	Supplies	513.44
Appeara	Supplies	104.77
Apple Computer, Inc.	Supplies, repairs	1,383.95
Assetgenie, Inc.	Repairs & maintenance	119.00
Award Emblem Mfg. Co., Inc.	Supplies	103.01
Barone Security Solutions	Repairs & maintenance, contract supplies	624.00
BCN	Telephone service	122.88
Big Country Auto	Repairs & maintenance	742.99
Brady & Amy's	Fuel	2,148.93
Brandl Electric	Contracted services	50.00
Brown & Saenger	Supplies	101.60
Cable One	Cable	31.80
Centerpoint Energy Services, Inc.	Natural gas	3,972.31
Central Nebraska Rehab Services	SpEd therapy	2,784.15
City of Madison	Utilities	6,004.37
Columbus Music	Supplies	46.64
Computer Information Concepts	Renewal	7,223.00
Jim Crilly	Reimbursement	26.03
Dynamic Measurement Group, Inc.	Supplies	221.00
Ecolab Pest Elimination Division	Pest control	79.08
Educational Resources Inc.	Supplies	345.00
Egan Supply Co.	Supplies	136.90
Denise Ehlers	Stipend	15.00
Environmental Services, Inc.	Asbestos	516.80
Federal Express Corporation	Shipments	40.64
Field's Hardware	Supplies	87.71
First Choice Food Service Inc.	Catering	630.00
Richard Fleury	Stipend	15.00

Floor Maintenance	Supplies	593.36
Lori Frauendorfer	Reimbursement	48.80
Frontier	Phone services	5,869.67
Goodheart – Willcox	Supplies	1,895.53
Greatamerica Financial Services Corporation	Copier lease	2,463.23
Guaranteed Lawn Care	Lawn care	1,440.00
Harris	Renewal	638.06
Gordon and/or Mary Haskell	Reimbursement	115.90
Hireright LLC, Inc.	DOT testing	29.40
Houghton Mifflin Co.	Supplies	758.25
J. W. Pepper & Son Inc.	Supplies	145.24
Jackson Services	Supplies	111.01
Jones School Supply	Supplies	52.59
Josten's Inc.	Supplies	680.06
Ken's Band Instrument Repair	Repairs	203.00
KSB School Law	Legal fees	2,470.50
Karla Kush	Reimbursement	15.86
Madison Food Pride	Supplies	151.82
Menards – Norfolk	Supplies	27.81
Midwest Music Center (Barnhill Enterprises)	Supplies	12.65
MPS Lunch Fund	Reimbursement	418.68
Myservice	Repairs & maintenance	1,567.00
NDE Early Childhood Training Center	Training	40.00
NE Regional Deaf Ed Program	SpEd therapy	342.00
Nebraska Council of School Administrators	Membership fees	2,410.00
Nebraska Public Health Environmental Lab	Water testing	15.00
NETA Spring Conference	Registration	278.00
Norfolk Daily News	Subscriptions	400.10
Norfolk Music Boosters	Registration	230.00
Northeast Community College	Contracted services	222.00
Northeast Nebraska Juvenile Services	Reimbursement	5,388.05
Novel Ideas Inc.	Supplies	74.00
Paper 101	Supplies	4,152.36
Perry, Guthery, Haase & Gessford	Legal fees	375.00
Prestwick House	Supplies	205.87
Proquest	Renewal	481.00
Randolph Public Schools Cardinalcam Ind.	Supplies	359.74
RF Machine Works	Repairs	35.00
Douglas Shipley	Stipend	15.00
The Sprinkler Company	Repairs & maintenance	191.00
St. Leonard's School	Lease agreement fee	1.00
Stanton Community Schools	Reimbursement	22.00
Strong Fathers-Strong Families	Training	1,800.00
Subscription Services of America	Subscriptions	243.71
Mike Sunderman	Reimbursement	7.63
Teachers Direct	Supplies	153.12
Trinity Lutheran School	Lease agreement fee	1.00
US Bank Cardmember Services	Supplies	4,084.56
Walmart Community	Supplies	173.35
Water Engineering Inc.	Service agreement	425.04
Emily White	Reimbursement	139.00
Winners' Circle	Supplies	255.60

3. Public Forum

4. Administrator and Other Reports

4.1. Athletic Director report

4.2. Elementary Principal's report

4.3. Student Services report

4.4. Secondary Principal's report

4.5. Superintendent's report

5. Board Committee Reports/Meeting dates

6. Action Items

6.1. Discuss, consider, and take all necessary action on a request on the behalf of Mike Sunderman for a retirement agreement.

Motion Passed: Motion to approve oral and written request from Mike Sunderman for a retirement agreement of \$25,000 with payment to be made on or before September 15, 2017. Passed with a motion by Jane Daberkow and a second by Steve Ruh.

4 Yeas - 2 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	No
Jim Reeves	No
Steve Ruh	Yes

6.2. Discuss, consider, and take all necessary action to approve an administrative contract with Reid Ehrisman to serve as Athletic Director and physical education teacher.

Motion Passed: Motion to approve administrative contract with Reid Ehrisman for the 2017-2018 school year. Passed with a motion by Jim Knapp and a second by Deb Neidig.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

6.3. Discuss, consider, and take all necessary action to approve a contract with Kayla Herfel as elementary teacher for the 2017-2018 school year.

Motion Passed: Motion to approve an elementary teaching contract with Kayla Herfel for the 2017-2018 school year. Passed with a motion by Steve Ruh and a second by Jane Daberkow.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

6.4. Discuss, Consider, and take all necessary action to approve at 0.43 FTE contract with Jaci Palmer to teach online classes and support our AG Program for 2017-2018

Motion Passed: Motion to approve a 0.43 FTE contract with Jaci Palmer as an Ag teacher. Passed with a motion by Deb Neidig and a second by Steve Ruh.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

6.5. Discuss, consider, and take all necessary action on a change order to move the location of the ERV unit.

Motion Passed: Motion to approve Change Order #1 in the amount of \$15,703.20 to relocate the ERV unit to the south side of the building. Passed with a motion by Jim Reeves and a second by Jim Knapp.

5 Yeas - 0 Nays - 1 Abstained

Jane Daberkow	Abstain
Harlow Hanson	Yes
Jim Knapp	Yes

Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

6.6. Discuss, consider and take all necessary action to set lunch and breakfast prices for the 2017-2018 school year.

Motion Passed: Motion to increase lunch prices by 10 cents and breakfast prices by 5 cents for the 2017-2018 school year. Passed with a motion by Steve Ruh and a second by Jane Daberkow.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

6.7. Discuss, consider and take all necessary action to cast a ballot for NASB Legislation Committee Member District #15.

Motion Passed: Motion to cast a ballot vote for Steve Kochto serve on the NASB Legislative Committee. Passed with a motion by Deb Neidig and a second by Jim Knapp.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

7. Executive Session

Motion Passed: Motion to enter executive session at 9:08 PM for discussion of classified staff compensation and benefit package to protect the public interest and prevent needless injury to a staff member's reputation. Passed with a motion by Jane Daberkow and a second by Jim Reeves.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

7.1. Discuss classified staff compensation and benefit package to protect the public interest and prevent needless injury to a staff member's reputation.

Discussion:

The Board concluded executive session at 9:38 PM with no action taken.

8. Any Action resulting from executive session.

8.1. Discuss, consider, and take all necessary action on classified salaries and benefits for the 2017-2018 school year.

Motion Passed: Motion to approve classified salaries for the 2017-18 school year as recommended with leveled increases of 1.5%, 2.0% and 2.5% based on departments and to pay 100% of a single Insurance \$1150 Plan and to modify the insurance plan offered to the Office Manager. Passed with a motion by Jane Daberkow and a second by Steve Ruh.

5 Yeas - 0 Nays - 1 Abstained

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Abstain
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

9. Topics for next month's Board of Education meeting

10. Adjournment

Motion Passed: Motion to adjourn at 9:57 PM. Passed with a motion by Jim Reeves and a second by Steve Ruh.

6 Yeas - 0 Nays

Jane Daberkow	Yes
Harlow Hanson	Yes
Jim Knapp	Yes
Deb Neidig	Yes
Jim Reeves	Yes
Steve Ruh	Yes

President

Secretary

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
<u>Checking</u>	1			
Checking	1	Fund: 01 GENERAL FUND		
ALBRACHT DISPOSAL SERVICE	0517 STMT	TRASH REMOVAL	325.00	
		Vendor Total:		325.00
AMAZON.COM CREDIT	0174963382375	SUPPLIES	173.01	
AMAZON.COM CREDIT	017510122602	SUPPLIES	23.01	
AMAZON.COM CREDIT	044854889019	SUPPLIES	89.65	
AMAZON.COM CREDIT	047621690743	SUPPLIES	39.99	
AMAZON.COM CREDIT	259475720888	SUPPLIES	29.90	
		Vendor Total:		355.56
APPEARA	0210708	SUPPLIES	27.12	
APPEARA	0214458	SUPPLIES	25.80	
		Vendor Total:		52.92
APPLE COMPUTER, INC.	4438233898	SUPPLIES	39.00	
		Vendor Total:		39.00
ASSETGENIE, INC (AG PARTS)	1178288	REPAIR & MAINTENANCE	119.00	
ASSETGENIE, INC (AG PARTS)	1179622	REPAIR & MAINTENANCE	159.00	
ASSETGENIE, INC (AG PARTS)	1180170	REPAIR & MAINTENANCE	409.00	
ASSETGENIE, INC (AG PARTS)	1180175	REPAIR & MAINTENANCE	448.00	
ASSETGENIE, INC (AG PARTS)	1182153	REPAIR & MAINTENANCE	159.00	
ASSETGENIE, INC (AG PARTS)	1183824	REPAIR & MAINTENANCE	120.00	
ASSETGENIE, INC (AG PARTS)	181608	REPAIR & MAINTENANCE	125.00	
		Vendor Total:		1,539.00
BCN	22272718	TELEPHONE SERVICES	299.96	
		Vendor Total:		299.96
BIG COUNTRY AUTO	58155	REPAIR & MAINTENANCE	38.45	
BIG COUNTRY AUTO	58295	REPAIR & MAINTENANCE	85.70	
BIG COUNTRY AUTO	58301	REPAIR & MAINTENANCE	85.70	
BIG COUNTRY AUTO	58303	REPAIR & MAINTENANCE	229.98	
		Vendor Total:		439.83
BILL BLANK AGENCY	1718 T225500	TREASURER'S BOND	225.00	
		Vendor Total:		225.00
BLICK CLASSROOM ART	7705808	SUPPLIES	85.87	
		Vendor Total:		85.87
BRADY & AMY'S	0517 STMT	FUEL	199.41	
		Vendor Total:		199.41
BSN SPORTS	900038789	SUPPLIES	3.49	
		Vendor Total:		3.49
CABLE ONE	0517 STMT	CABLE	31.80	
		Vendor Total:		31.80
CENTERPOINT ENERGY SERVICES, INC.	2667083	NATURAL GAS	2,308.50	
		Vendor Total:		2,308.50
CENTRAL NEBRASKA REHAB SERVICES	6359	SPED THERAPY	1,826.70	

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	1,826.70
CITY OF MADISON	0517 50400	UTILITIES	378.88	
CITY OF MADISON	0517 50670	UTILITIES	107.85	
CITY OF MADISON	0517 50675	UTILITIES	96.00	
CITY OF MADISON	0517 70650	UTILITIES	2,041.16	
CITY OF MADISON	0517 707000	UTILITIES	3,680.04	
			Vendor Total:	6,303.93
COLONIAL RESEARCH CHEMICAL	139709	SUPPLIES	535.20	
			Vendor Total:	535.20
CONNECTING POINT	26313	REPAIR & MAINTENANCE	99.00	
			Vendor Total:	99.00
COOPER, JAMES	0517 REIMBURSEMENT	REIMBURSEMENT	39.84	
			Vendor Total:	39.84
DEMCO	6142588	SUPPLIES	3,585.22	
DEMCO	6145134	SUPPLIES	1,758.92	
			Vendor Total:	5,344.14
ECOLAB PEST ELIMINATION DIVISION	9718286	PEST CONTROL	79.08	
			Vendor Total:	79.08
ELECTRONIC SYSTEMS	2071293	REPAIR & MAINTENANCE	465.00	
			Vendor Total:	465.00
FERGUSON, JONITA	0517REIMBURSEME NT	REIMBURSEMENT	28.87	
			Vendor Total:	28.87
FIELDS HARDWARE	0517STMT	SUPPLIES	288.38	
			Vendor Total:	288.38
FISHER SCIENTIFIC ACCT #309887- 001	2460441	SUPPLIES	177.84	
			Vendor Total:	177.84
FLOOR MAINTENANCE	203334	SUPPLIES	5,679.77	
			Vendor Total:	5,679.77
FRAUENDORFER, LORI	0517 MILEAGE	REIMBURSEMENT	18.30	
			Vendor Total:	18.30
FRONTIER	0517STMT	PHONE SERVICES	636.59	
			Vendor Total:	636.59
GENESIS TECHNOLOGIES INC	2304843	SUPPLIES	2,500.00	
			Vendor Total:	2,500.00
GREATAMERICA FINANCIAL SERVICES CORPORATION	2072936	COPIER LEASE	2,608.45	
			Vendor Total:	2,608.45
GROUNDS GUYS OF COLUMBUS, THE	2077	REPAIR & MAINTENANCE	175.00	

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
				Vendor Total: 175.00
HASKELL, GORDON AND/OR MARY	0517 MILEAGE	REIMBURSEMENT	97.60	
				Vendor Total: 97.60
HERZ, PAUL	0517 REIMBURSEMENT	REIMBURSEMENT	31.99	
HERZ, PAUL	0517REIMBURSEME NT	REIMBURSEMENT	6.65	
				Vendor Total: 38.64
HY-VEE FOOD STORES, INC	0517 STMT	SUPPLIES	841.94	
				Vendor Total: 841.94
INSTRUMENTALIST AWARDS LLC	68748M 1701	SUPPLIES	91.50	
				Vendor Total: 91.50
J W PEPPER & SON INC	03523955	SUPPLIES	264.99	
				Vendor Total: 264.99
JACKSON SERVICES	3608747	SUPPLIES	57.27	
JACKSON SERVICES	3608748	SUPPLIES	33.74	
				Vendor Total: 91.01
JURGENS REPAIR	40514	REPAIR & MAINTENANCE	148.85	
				Vendor Total: 148.85
KELLY SUPPLY CO.	2416563-0	REPAIR & MAINTENANCE	59.63	
				Vendor Total: 59.63
KSB SCHOOL LAW	2879	LEGAL FEES	3,408.50	
KSB SCHOOL LAW	3096	LEGAL FEES	1,067.50	
				Vendor Total: 4,476.00
KUSH, KARLA	0517 REIMBURSEMENT	REIMBURSEMENT	32.83	
KUSH, KARLA	0517REIMBURSEME NT	REIMBURSEMENT	79.92	
				Vendor Total: 112.75
LIFETRACK SERVICES	27112	SUPPLIES	553.50	
				Vendor Total: 553.50
MADISON FOOD PRIDE	0517 STMT	SUPPLIES	255.10	
				Vendor Total: 255.10
MADISON STAR MAIL	11415	PUBLICATION	50.27	
MADISON STAR MAIL	11420	PUBLICATION	8.84	
MADISON STAR MAIL	11463	PUBLICATION	52.25	
MADISON STAR MAIL	11465	PUBLICATION	28.50	
MADISON STAR MAIL	11468	PUBLICATION	111.93	
MADISON STAR MAIL	11471	PUBLICATION	8.35	
MADISON STAR MAIL	11482	PUBLICATION	55.13	
MADISON STAR MAIL	11483	PUBLICATION	31.50	
MADISON STAR MAIL	11487	PUBLICATION	8.84	
MADISON STAR MAIL	11489	PUBLICATION	102.38	
MADISON STAR MAIL	11519	PUBLICATION	102.38	

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
MADISON STAR MAIL	11537	PUBLICATION	105.65	
MADISON STAR MAIL	11542	PUBLICATION	28.88	
MADISON STAR MAIL	11553	PUBLICATION	7.85	
		Vendor Total:		702.75
MIDWEST GRADS	0517 STMT	SUPPLIES	391.32	
		Vendor Total:		391.32
MIDWEST MUSIC CENTER (Barnhill Enterprises)	163402	SUPPLIES	35.15	
		Vendor Total:		35.15
MIDWEST TECHNOLOGY PRODUCTS	2083565-00	SUPPLIES	64.55	
		Vendor Total:		64.55
MOORE MEDICAL LLC	99464397 I	SUPPLIES	22.08	
		Vendor Total:		22.08
MPS ACTIVITY FUND	0517	REIMBURSEMENT	16.00	
		REIMBURSEMENT		
MPS ACTIVITY FUND	0517REIMBURSEME	REIMBURSEMENT	64.00	
		NT		
		Vendor Total:		80.00
MPS LUNCH FUND	0319008	REIMBURSEMENT	229.08	
MPS LUNCH FUND	031901	REIMBURSEMENT	13.77	
MPS LUNCH FUND	031905	REIMBURSEMENT	25.20	
MPS LUNCH FUND	031906	SUPPLIES	106.24	
MPS LUNCH FUND	031907	REIMBURSEMENT	5.40	
MPS LUNCH FUND	031909	REIMBURSEMENT	43.20	
MPS LUNCH FUND	031912	REIMBURSEMENT	60.48	
MPS LUNCH FUND	031913	REIMBURSEMENT	217.52	
MPS LUNCH FUND	041951	REIMBURSEMENT	75.60	
MPS LUNCH FUND	041952	REIMBURSEMENT	108.00	
MPS LUNCH FUND	041953	REIMBURSEMENT	61.20	
MPS LUNCH FUND	041954	REIMBURSEMENT	100.08	
MPS LUNCH FUND	1943-50	REIMBURSEMENT	45.40	
MPS LUNCH FUND	663898	REIMBURSEMENT	10.80	
		Vendor Total:		1,101.97
MYSERVICE	MS561171	REPAIR & MAINTENANCE	199.00	
MYSERVICE	MS561172	REPAIR & MAINTENANCE	149.00	
MYSERVICE	MS561173	REPAIR & MAINTENANCE	278.00	
MYSERVICE	MS561175	REPAIR & MAINTENANCE	199.00	
		Vendor Total:		825.00
NASCO ARTS & CRAFTS	423269 & 434557	SUPPLIES	243.63	
NASCO ARTS & CRAFTS	423270	SUPPLIES	301.17	
		Vendor Total:		544.80
NE BACKDOOR DECOR	0517STMT	SUPPLIES	40.00	
		Vendor Total:		40.00
NEBRASKA ESU COORDINATING COUNCIL	SRS0000156	LICENSES	2,336.00	
		Vendor Total:		2,336.00
NEBRASKA PUBLIC HEALTH	488772	WATER TESTING	15.00	

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
ENVIRONMENTAL LABORATORY				Vendor Total: 15.00
NEBRASKA SAFETY CENTER PUPIL TRANSPORTATION	57-4258BUS	REGISTRATION	75.00	Vendor Total: 75.00
NORTHEAST NEBRASKA JUVENILE SERVICES	0517 REIMBURSEMENT	REIMBURSEMENT	5,389.05	Vendor Total: 5,389.05
OMAHA WORLD HERALD MEDIA GROUP	0002017379	PUBLICATION	701.00	Vendor Total: 701.00
PYRAMID SCHOOL PRODUCTS	S1342539.001	SUPPLIES	48.14	Vendor Total: 48.14
QUILL CORPORATION	69570779	SUPPLIES	457.58	Vendor Total: 457.58
RANDOLPH PUBLIC SCHOOLS CARDINALCAM INDUSTRIES	80	SUPPLIES	420.00	Vendor Total: 420.00
REALLY GOOD STUFF	5912893	SUPPLIES	180.40	Vendor Total: 180.40
S&S WORLDWIDE S&S WORLDWIDE	9652895 9660583	SUPPLIES SUPPLIES	11.40 36.57	Vendor Total: 47.97
SAFETY COMPLIANCE PUBLICATION INC	33800	SUPPLIES	298.50	Vendor Total: 298.50
SCHEER'S ACE HARDWARE	342719	SUPPLIES	112.98	Vendor Total: 112.98
SCHOOL SPECIALTY SUPPLIES SCHOOL SPECIALTY SUPPLIES SCHOOL SPECIALTY SUPPLIES	208118243170 208118243174 208118243276	SUPPLIES SUPPLIES SUPPLIES	62.88 8.05 57.51	Vendor Total: 128.44
SCRUB'S REPAIR	005058	REPAIR & MAINTENANCE	103.32	Vendor Total: 103.32
SHERWIN WILLIAMS CO.	4769-4	SUPPLIES	181.91	Vendor Total: 181.91
SHORT STOP, THE	0517 STMT	FUEL	1,671.23	Vendor Total: 1,671.23
STAPLES ADVANTAGE Dept DET STAPLES ADVANTAGE Dept DET STAPLES ADVANTAGE Dept DET STAPLES ADVANTAGE Dept DET	3340136759 33403340082 3340334081 3340989199	SUPPLIES SUPPLIES SUPPLIES SUPPLIES	5.25 32.96 82.09 2.83	Vendor Total: 123.13

Board Report

JUNE 2017 ACCOUNTS PAYABLE GENERAL FUND

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
TWD LOCK, SAFE & KEY	3440	SUPPLIES	23.88	
		Vendor Total:		23.88
U.S. POSTAL SERVICE	17/18 PO BOX RENEWAL	RENEWAL	344.00	
		Vendor Total:		344.00
US BANK CARDMEMBER SERVICES	0517 STMT	SUPPLIES	5,665.82	
		Vendor Total:		5,665.82
VIRCO MFG. CORPORATION	91748702	SUPPLIES	346.79	
VIRCO MFG. CORPORATION	91748936	SUPPLIES	1,909.36	
		Vendor Total:		2,256.15
WALMART COMMUNITY	713600613280	SUPPLIES	53.75	
		Vendor Total:		53.75
WATER ENGINEERING INC	IN26372	SERVICE AGREEMENT	250.04	
WATER ENGINEERING INC	IN26422	SERVICE AGREEMENT	175.00	
		Vendor Total:		425.04
WINNERS' CIRCLE	49986	SUPPLIES	33.54	
		Vendor Total:		33.54
		Fund Total:		64,642.39
		Checking Account Total:		64,642.39

Non-General Fund Monthly Transactions

November Board Meeting

Bond Fund

BOK Financial-\$174,235.78

Qualified Capital Purpose Fund

MPS Bond Fund-\$21,314.52

(To correct accounts suggested by our auditor)

Special Building Fund

CPMI Inc.-\$65,776.05

December Board Meeting

Depreciation Fund

Olson Tree Service-\$8250.00

Volkman Plumbing & Heating-\$9887.00

January Board Meeting

Special Building Fund

Fakler Architects LLC-\$32,875.00

February Board Meeting

Special Building Fund

Fakler Architects LLC-\$10,913.37

Volkman Plumbing & Heating-\$9848.00

April Board Meeting

Special Building Fund

DWB, Inc-\$7,315.20

May Board Meeting

Bond Fund

BOK Financial-\$21,770.00

June Board Meeting

Special Building Fund

DWB, Inc-\$71,806.50

Depreciation Fund

Sterling West-\$2892.50

Midwest Tennis & Track-\$1740.00

**MADISON PUBLIC SCHOOLS
TREASURER'S REPORT**

May 31, 2017

General Fund

BALANCE

Last year's balance

Balance Forward as of	<u>April 30, 2017</u>				\$1,849,337.38	
Receipts		+	\$	1,151,696.05		
Expenditures		-	\$	529,567.07		
Balance as of	<u>May 31, 2017</u>				\$2,471,466.36	\$2,342,147.72

Employee Benefit Fund

Balance Forward as of	<u>April 30, 2017</u>				\$11,187.60	
Receipts		+	\$	4,639.35		
Expenditures		-	\$	1,673.24		
Balance as of	<u>May 31, 2017</u>				\$14,153.71	\$6,763.03

Petty Cash Fund

Balance Forward as of	<u>April 30, 2017</u>				\$1,347.77	
Receipts		+	\$	0.11		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$1,347.88	\$924.98

Total Assets for General Fund

\$2,486,967.95 \$2,349,835.73

Depreciation Fund

Balance Forward as of	<u>April 30, 2017</u>				\$840,226.70	
Receipts		+	\$	713.62		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$840,940.32	\$420,075.35

Bond Fund

Balance Forward as of	<u>April 30, 2017</u>				\$164,103.67	
Receipts		+	\$	37,204.66		
Expenditures		-	\$	14,476.57		
Balance as of	<u>May 31, 2017</u>				\$186,831.76	\$128,321.56

Qualified Capital Purpose Fund

Balance Forward as of	<u>April 30, 2017</u>				\$311,490.92	
Receipts		+	\$	18,654.81		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$330,145.73	\$299,538.07

Special Building Fund

Balance Forward as of	<u>April 30, 2017</u>				\$719,528.10	
Receipts		+	\$	179,013.26		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$898,541.36	\$607,337.98

Investment Checking

Balance Forward as of	<u>April 30, 2017</u>				\$256,828.51	
Receipts		+	\$	218.13		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$257,046.64	\$254,494.12

Certificate of Deposit-Madison County Bank

Balance Forward as of	<u>April 30, 2017</u>				\$50,752.74	
Receipts		+				
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2017</u>				\$50,752.74	\$50,000.00

LINE #	DESCRIPTION	GENERAL FUND RECEIPTS			
		CURRENT BUDGET	2016-2017		NET CHANGE
			CURRENT RECEIPTS	ESTIMATED PRIVATE	
	TOTAL LOCAL	\$5,677,613	\$4,097,240		
	TOTAL STATE	\$662,273	\$806,924		
	TOTAL FEDERAL	\$414,249	\$653,419		
3540	Early Childhood	\$19,897	\$0		
4200	Title I	\$156,438	\$182,488	15-16 claim	
4210	Title I Part A	\$0	\$3,997	15-16 claim	
4211	SIG High School	\$100,000	\$155,679	15-16 claim	
4211	SIG Middle School	\$24,000	\$0		
4230	Title ID Delinquent Ed.	\$70,597	\$82,932	15-16 claim	
4310	Title IIA, Educator Quality	\$22,177	\$44,297	15-16 claim	
4404	IDEA Base	\$37,967	\$32,210	15-16 claim	
4406	IDEA Base P/S	\$0	\$972	15-16 claim	
4410	IDEA Enrollment Poverty	\$83,085	\$70,332	15-16 claim	
4412	Idea Prop Share	\$0	\$2,543	15-16 claim	
4740	Revisions	\$0	\$5,000	15-16 claim	
4915	Title IC Migrant Education	\$114,297	\$56,894	15-16 claim	
4925	Title III LEP	\$0	\$0		
4968	21st Century ASP	\$50,000	\$16,075	15-16 claim	
4992	REAP	\$37,367	\$0		
5400	NON-REVENUE SOURCES (SOP)	\$0	\$0		
BUDGET OF EXPENDITURES					
			ESTIMATED		
		CURRENT	CURRENT		%
		BUDGET	SPENDING		Remaining
1100	REGULAR EDUCATION	\$3,792,500.00	\$2,654,214		30%
1200	SPECIAL EDUCATION	\$950,000	\$537,009		43%
2100/2150	SUPPORT SERVICES - PUPILS	\$380,000	\$229,554		40%
2200	SUPPORT SERVICES - STAFF	\$175,000	\$77,703		56%
2310	BOARD OF EDUCATION	\$60,000	\$33,173		45%
2320	EXECUTIVE ADMINISTRATION	\$196,000	\$141,035		28%
2330	DISTRICT LEGAL SERVICES	\$8,000	\$8,991		-12%
2400	OFFICE OF THE PRINCIPAL	\$520,000	\$227,999		56%
2510	GENERAL ADMINISTRATION/BS	\$310,000	\$155,267		50%
2600	MAIN. & OPERATION OF BLDS.	\$596,000	\$310,019		48%
2750	REGULAR TRANSPORTATION	\$130,000	\$59,139		55%
2760	SCHOOL AGE SPED TRAN.	\$30,000	\$11,398		62%
3135	HIGH ABILITY LEARNERS	\$2,500	\$3,288		-32%
4000	FEDERAL PROGRAMS	\$1,000,000	\$633,198		37%
8000	TRANSFER TO DEPRECIATION	\$500,000	\$0		100%
8000	TRANSFER TO ATHLETICS/LUNCH	\$50,000	\$0		100%
8000	TRANSFER TO OTHERS	\$50,000	\$0		100%
	BUDGET GROWTH	\$300,000.00	\$0		100%
	TOTAL BUDGET	\$8,750,000	\$5,081,986		42%

Madison Public Schools

Alan Ehlers
Superintendent
Jim Crilly
Secondary Principal
Andrew Offner
Elem Principal/CD

700 So Kent St.
P.O. Box 450
Madison, NE 68748
District Phone (402) 454-3336 Fax (402) 454-2238
Elementary Phone (402) 454-2656 Fax (402) 454-3978

Karla Kush
Student Services/GC
Gary Klahn
Principal/AD/IPM
Christine Knapp
Office Manager

The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.

Superintendent Report June 2017

- As many of you are aware that on August 21, 2017 many parts of Nebraska will be in the path of the total solar eclipse. Attached to my report is the feedback given by KSB about how allowing students to view this event as a school project might place schools at risk. At this time Lincoln Public Schools is taking the approach to not allow their students to take part due to the risk. I wanted to have this in my report to gather your feedback before moving forward.
- The Board is required to have a discussion on the Superintendents benefit package to allow contract wording to match with the principals. EHA does not allow the district to have one member at the \$1150.00 and the rest of the Administrative Team at the \$900.00/\$3500.00 (HSA). With this possible change would come an increase to the district of \$2,236.00 which would result in a possible change on my contract. I asked Christine to contact the BCBS representative Sue Werner to see if I could stay at the \$1150 and it would not be allowed unless all administrative team members would stay at the \$1150.00 deductible which does not apply to the language of their contract.

Current Principal Contract wording is:

The Board shall provide to the Administrator family health insurance which is equivalent or superior to that provided to members of the Madison Education Association.

Current Superintendent contract wording is:

The Board shall provide to the Superintendent family health insurance which is equivalent or superior to the specifications to Blue Preferred \$1150 deductible.

- Attached are the 2017-18 coaching assignments. If recommended contracts are approved we are much closer to filling all coaching positions for the upcoming school year. Jordan Nelson will be the Head Girls Basketball Coach and Garrett Koopman will help with Junior High Girls Basketball and Junior High Track. Hunter Randles has also agreed to be an assistant high School wrestling coach. We are still looking for a high school football assistant coach.
- At the June 12th Board meeting I'm asking recommending that you approve a contract with Strong Fathers/Strong Families. The Administrative Team has met with Mike Hall and established four dates to help transform our approach

regarding getting more families involved at the Middle School level. Below are the four dates established at this time.

Sample activities that tie to academic improvement:

Bring your dad to school Day (MS) **September 20th**

Bring your dad to school Day (Elem) **October 17th**

A Strong Fathers Science Night – Dads and students through various projects work together (airplanes, rockets, catapults) K-8 **November 20th**

A Strong Fathers Math Night – Facilitator will lead dads and students through various games by given instructions on the games, encouraging participants to learn new ways to learn and instructing the fathers on the best way to help children learn as they play various games. K-8 **January 15th**

Family Technology/App night K-12 – District staff will facilitate a night that will include topics such as internet safety, Infinite campus, Canvas, Google Classroom, along with learning apps to foster learning. **February 20th**

This estimated cost would be \$2250.00 times the four events so we are looking at the cost of \$9000 to help improve upon an area that are district must get better at.

- I contacted Morrow, Davies & Toelle, P.C. to discuss with Bob Morrow the concern with the timeframe of completion for last year's Audit. I explained that we understand that lack of staffing caused the delay to the completion along with the amount of special grants and federal programs we offer. Mr. Morrow explained that they have better staffing at this point in the year but they seem to lose staff after tax season.

After visiting with Christine about the timeframe for her return from maternity leave we both agree using the same firm for one more year might be the best. But if you wish to go out for bids this year we could also do that as well.

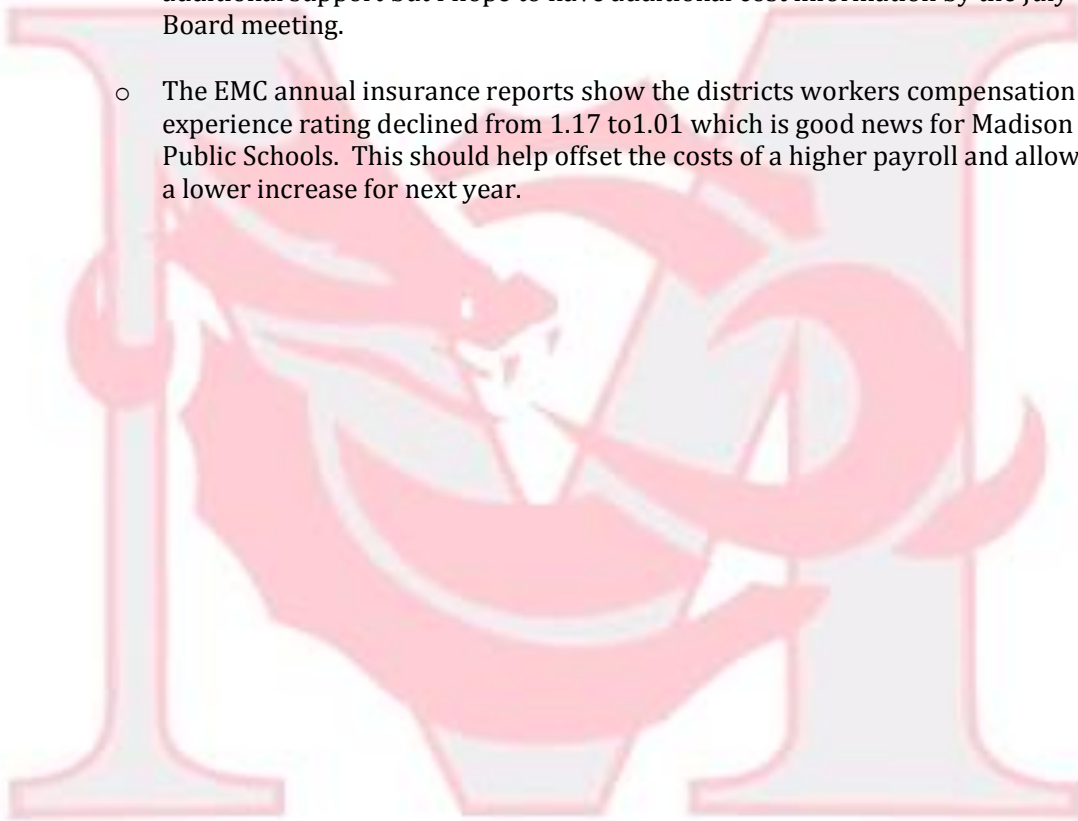
- *Classified staffing update:*
Food service – Dolores Zaragoza – Planning to Move to California
Tracy Nelson - Unsure of return but signed her letter of agreement
Mardell Bromm – Has told Jane she would prefer to be a sub next year.

Interpreter – Diana Lopez Saldana – Joined the Army Reserves plans to return to work in November.

Para-Educators – Linda Kowalewski – Accepted a Teaching position at Trinity

- Madison Public Schools will receive \$64,903 in State Aid for the 2017-18 school year.
- Each school year the Superintendent is required to report to the Board of Education on Multi-Cultural education activities that take place within the school district. I'm pleased to report that at all grade levels have a great opportunity to receive multicultural experiences. The experiences range from novels that explore cultures to foods from around the globe. One of the major strengths of our district is the diversity that makes up our staff and student body. Very few students in the state of Nebraska are prepared for a changing world like the students that call themselves Dragons.

- Madison Public Schools was contacted by Tekamah-Herman (TH) about picking up a football game with them since another team that was on their schedule is not going to have enough to play 11-man football next year. NSAA has given their support to play a zero-week game on August 25th. After talking to Coach Jordan and Mr. Crilly we felt a game vs. an opponent that might have skills like our players might be a good way to start off our year. So we plan to play TH on August 25th.
- I just wanted to make the Board aware that we plan on making the \$25,000 payment to Mr. Sunderman in August. I would recommend this based on our current cash status and to meet the September deadline in the agreement.
- I wanted to make you aware that Mrs. Kush and I met with Representatives from Mid-Town health to discuss possible details about a third-party contract to reserve four slots a week for Middle School students to attend additional counseling sessions. At this time, I have not received the cost estimate for the additional support but I hope to have additional cost information by the July Board meeting.
- The EMC annual insurance reports show the districts workers compensation experience rating declined from 1.17 to 1.01 which is good news for Madison Public Schools. This should help offset the costs of a higher payroll and allow for a lower increase for next year.



Recent History of General Fund Budget growth

2011-2012	\$7,956,524		
2012-2013	\$8,300,348	+\$343,824	4.32%
2013-2014	\$8,000,000	-\$300,000	-3.61%
2014-2015	\$8,300,000	+\$300,000	3.75%
2015-2016	\$8,550,000	+\$250,000	3.01%
2016-2017	\$8,750,000	+\$200,000	2.33%
<i>2017-2018</i>	<i>\$8,970,000</i>	<i>+\$220,000</i>	<i>2.51%</i>
<u>2017-2018</u>	<u>\$8,888,000</u>	<u>+\$130,000</u>	<u>1.48%</u>

2017-2018 Budget increases

TEACHERS

ESTIMATED COST OF A **\$34,200** OFFER WITH **\$900.00** INSURANCE

BASE	\$45,152
INSURANCE	\$85,973
PROJECTED MOVEMENT	\$23,464
EXTRA DUTY	\$15,000
ESTIMATE	\$169,589
	\$169,589

STAFFING UPDATES

	Savings	
Mrs. Lafleur Retirement	\$23,053	Hire Kayla Hefel
Mrs. Osten Retirement	\$82,072	Use current Elem. Staff to fill position
Jessy Eggerling	\$20,040	PT hire J.C. Palmer
Beau Viergutz	+\$10,580	PT hires Kaps & Koopman
Mike Sunderman	+\$3417	Hire Jordan Nelson + pay \$25,000
Faron Klingelhoef	\$6545	Hire Reid Ehrisman ½ PE
Estimated cost Savings	\$117,713	

Estimated Cost increase \$51,876

ESTIMATED COST OF ADMINISTRATIVE STAFF

2017-18

Superintendent	\$138,000	\$140,000 = \$2,000
Elementary Principal	83,500	\$86,005 = \$2,505
\$2,500.00 live in the district Stipend		=\$2,500
Secondary Principal	\$103,251	\$105,832 = \$2,581
MS Principal	\$ 60,000	\$68,000 = \$8,000
AD –Reid Ehrisman ½ time Admin.		=\$44,207
Insurance increase/Change		=\$8,657
Sub Total		=\$70,450

ESTIMATED COST OF CLASSIFIED STAFF
\$50,000

Additional MS SIG non-staffing budget Expenses **\$80,0000**

ESTIMATED TOTAL \$252,326

Under the 1.5% budget cap the most we can raise our budget for the 2017-2018 school year is
\$224,206.00

Parent Engagement Ideas 2017-2018

August

Times

August 1st Start of Year Parent Newsletter

August 14th Elementary Open House - 4 to 6 pm

August 17th Big Red Kickoff 6:30 PM

September

September 13th Grandparents Day 10 AM - ?? 10 AM - ??

September 20th Middle School Bring Your Dads to School Day.

September 27th Community Coffee MS/HS 8:00-9:00 AM

September 16 Homecoming

October

October 1st Fall Parent Newsletter

October 4th/5th Elementary PTC's

October 4/11 MS/HS PTC'S

October 10 Student/Parent FAFSA night @ 6pm

October 17th Elementary Bring Your Dad to School Day 8:05-8:45 classroom visits 8:45 meeting with parents

November

November 20th Dad & Kid Science Night (K-8) 6:00-8:00 AM

November 27th Big Red Advisory Meeting 12:00-1:00 PM

December

December 20th	Christmas Brunch		TBA
January			
January 15th	Dad & Kid Math Night (K-8)		6:00-8:00
February			
February 5th	Community Coffee Elementary		8:00-9:00 AM
February 12th	Winter Parent Newsletter		
February 27th	K-12 Family Technology/App night		6:00-8:00 PM
March			
March 23rd	Elementary Carnival		TBA
April			
April 4,5,6,	HS Musical		TBA
April 20	NHS Induction		TBA
May			
May 4th	Elementary Track Meet		

May 5th	Commencement			2:00 PM			
May 18th	Elementary Talent & Awards						

Staff Engagement 2017-2018

Summer 2017

Assign new teacher mentors

1st year teachers/Admin

Kayla Herfel	Jill Weidner
Brittnay Malone	Karla Kush
Jaci Palmer	Suzy Goedecken
Reid Ehrisman	Alan Ehlers
Jordan Nelson	TBA
Garrett Koopman	TBA

2nd year teachers

Kristina Price	Teryn Rother
Audrey Poltreisz	Mary Ablar
Brisa Calderon	Erin Reeves

August

August 10th	New staff Breakfast with assigned mentors
August 10/11	New Staff Community Bus Tour/Supper with the Board/Admin
August 17th	Big Red Kick-off August 17th at 6:30
August 19th	Community 150th Parade

September

Sept. 1st	Pregame staff tailgate FB game
September 25th	30 day visits with new staff (possibly bring their mentors)
September 29th	Postgame Tailgate at the golf Course

October

October 4th/5th

October 4/11

October 17th

October 25th Staff Halloween Party 3:00 PM

November

November 6th 60 day visits with staff

November 17th Fall Thanks for giving

December

December 20th Christmas Brunch

January

January 3rd 90 day visits with new staff

February

February 27th Crilly Snow Ball Social

March

March 23rd

April

April 13 Staff Event (Golf? Pitch Tournament?)

May

May 5th Graduation



Karen Haase

karen@ksbschoollaw.com
[@KarenHaase](https://www.instagram.com/KarenHaase)

Steve Williams

steve@ksbschoollaw.com
[@SteveisEsteban](https://www.instagram.com/SteveisEsteban)

Bobby Truhe

bobby@ksbschoollaw.com
[@btruhe](https://www.instagram.com/btruhe)

Tim Malm

tim@ksbschoollaw.com
[@timjalm](https://www.instagram.com/timjalm)

Who Is Robert and Why is He at Our School Board Meeting? Parliamentary Procedure and Nebraska Boards of Education

Springtime in Nebraska often finds boards of education making difficult decisions. This is the time of year when boards must decide if they are going to reduce force, how they are going to structure the district's curriculum and activities for next year, and make myriad personnel decisions. One way we've seen boards become less effective when making these tough choices is when they become too focused on parliamentary procedure. People who know the rules—or think they know the rules—often use their alleged know-how as a way to exercise power over the board. "That's out of order," bellows the board bully or the angry patron. "You need to raise a point of order if you're going to reopen discussion on that motion, and you can't do that because we've already accepted an amendment to the original motion." In response, everyone else feels sheepish, looks confused, and refuses to speak. All sorts of petty arguments arise from the ignorance or abuse of parliamentary procedure. This makes boards of education less effective.

The good news is, it doesn't have to be this way. *Let us be clear: there is no legal requirement that boards of education in Nebraska follow Robert's Rules or any other formal system of parliamentary procedure.*

Who Is Robert?

In 1876 Brigadier General Henry Martyn Robert wrote the book ROBERT'S RULES OF ORDER after he had failed miserably in leading a meeting at his church.

Cornhusker Plaza
301 S. 13th St., Suite 210
Lincoln, NE 68508

P: (402) 804-8000
F: (402) 804-8002
KSBSchoolLaw.com

Robert set out to provide a few rules by which to conduct an efficient meeting, but the project soon took on a life of its own, as questions arose and were answered. The book is over 600 pages long with ROBERT'S RULES OF ORDER NEWLY REVISED IN BRIEF running 200 pages.

And that is the problem. The Rules are complex, and they must be thoroughly understood to be effective. And unless everyone—board members, administrators and patrons—understands the Rules, a self-appointed parliamentarian exerts disproportionate and all too often unhealthy control over the proceedings. Not to mention, public perception of being sneaky or using procedural rules to create confusion is often the impetus of Open Meetings Act complaints to the Attorney General.

What is Required by Nebraska Law?

Happily, Nebraska does not require boards of education or follow Robert's Rules of Order or any formal system of parliamentary procedure. Instead the Open Meetings Act has a few straightforward but non-negotiable requirements.

1) Every Item the Board Considers Must be on the Agenda

The agenda rule in Nebraska is pretty simple: at least 24 hours before the meeting, any item which will be discussed by the board must be placed on the agenda with enough specificity that an interested member of the public will know that the board will discuss it. That is it. Boards that do nothing other than fully comply with Nebraska law will have very straightforward, uncomplicated agendas, albeit with longer descriptions of each item than most boards currently use.

Robert's Rules have all kinds of funky rules for the construction of an agenda. For one popular example, they divide meetings up by things like "consent agendas," "action items," "discussion items," and other types of agenda items are doing so voluntarily. There is no such requirement in Nebraska law, and boards should be careful that the use of those divided agendas (especially "consent agendas") does not lead to insufficient descriptions required of all agenda items according to the Open Meetings Act.

We discourage boards from engaging in any of this complexity as we believe it can be misleading to the board and to the public. For example, if your board has a motion to approve the agenda and it fails, what happens next? You cannot add items to the agenda (although the board can table or remove items). If the board has labeled an item as "discussion" does that mean the board can't take action on the item? Under the Open Meetings Act

requirements, the label of the item doesn't matter; all that matters is the sufficiency of the agenda item and then you can take action. However, all of the formulaic requirements of Robert's Rules create uncertainty and distraction for the board. It also is very frustrating for patrons.

2) Formal Decisions Must be Made by a Roll Call Vote in Open Session

The second rule for Nebraska public meetings is as simple as the first. Formal decisions must be made in open session by roll call vote. There is an exception for electing board officers (which can occur by secret ballot) and there are some unique procedures for collective bargaining and other types of legal negotiations. But by and large, boards will not go wrong if they simply make every formal decision in open session with a roll call vote.

Again, Robert's Rules have all kinds of limitations and traps about motions and voting. The person who makes the motion must vote for it. The board president cannot second a motion. The motion can only be amended with the consent of the person who made it. And on and on it goes. None of that is legally required in Nebraska and again, we find that these sorts of rules make life harder, not easier for boards of education.

What is Best Practice?

We believe that boards work most effectively when they follow a consensus-based decision making model, rather than a rigid parliamentary one.

Board presidents must maintain firm control of a meeting and be willing to tell the long-winded individuals (be they board members or patrons) to stop speaking so the more reticent can get a word in edgewise. But they should not dominate the meeting through procedural rules.

Motions should be stated as simply and precisely as possible. If possible, we like the agenda to include sample motions that may be modified at the meeting. This is especially true for closed session. Having a draft motion helps board members to be more focused on what they are being asked to decide and enables them to make changes quickly without having to "start from scratch" on the revised motion.

As the board considers the agenda item, the relevant ideas should be passed around and the pros and cons are discussed by board members. In high functioning boards, open discussion among board members is not viewed as a negative but at the same time, board members do not use discussion to attack the administration, staff, or each other. Legally it does not matter if the discussion occurs before or after the motion, second or amendment. Allow us

to blow your minds even further: there is no legal requirement to get a "second" to discuss or vote on an agenda item. What **does** matter is that the exact wording of the final motion that the board votes on is captured in the minutes. If a general agreement seems to be emerging (this is where good listening and facilitation skills are helpful), the board president can test for consensus by restating the latest version of the idea or proposal to see if everybody agrees. If anyone dissents, the board can return to the discussion to see if the motion can be modified to make it acceptable to everyone. If there is no consensus emerging, boards may want to consider deferring the matter to a later meeting. There is no requirement that the board jump through any complicated hoops – a simple motion to table the item is sufficient.

Last Point: Check Your Policies

Every board member and educator should check their local policies on this issue. Some boards have, unwisely in our opinion, adopted policies that state the board will follow Robert's Rules of Order or some other type of procedural process. Our best advice is that boards rescind that policy or at least remove any restrictions which interfere with the otherwise very simple requirements of the Open Meetings Act. It should only be by choice that board members must educate themselves on formal parliamentary procedure and agree to comply with the byzantine rules.

Conclusion

We believe that Robert's Rules is out of sync with today's norms about how people relate to each other and get things done. The modern model is consensus and collaboration instead of more formal patterns of decision-making from past centuries. Although the Nebraska Open Meetings Act does require boards to follow certain procedures, the law is vastly easier to comply with when boards do not hitch their compliance to 600 pages of parliamentary procedure rules.

If you have questions about board operations or any other education law issue, contact your school's attorney or Karen, Steve, Bobby or Tim.



Total Eclipse of the Lawyers?

On August 21, 2017, many parts of Nebraska will be in the path of a total solar eclipse. NASA refers to a total solar eclipse as “the most spectacular astronomical event that most people will experience in their lives.” The event presents a unique and exciting opportunity for students to see a natural phenomenon that brings together many of the mathematical, scientific, and historical concepts and principles taught throughout the year. The eclipse can also have observable effects on plants and animals.

Many schools are already making plans to view the event and to incorporate it into curriculum and activities for the day. It is important to remember that while the eclipse presents a unique learning opportunity, it also presents unique risks.

Risks Associated with Viewing. Incorporating the eclipse into student learning should not be discouraged. However, any incorporation must be done conscientiously to ensure safety and minimize danger. Schools are in a very difficult situation as they will be assuming the responsibility of overseeing students while they are watching a phenomenon that could potentially damage their eyes if proper precautions are not taken. Student safety is always a top priority, and it is only safe to view the eclipse with the naked eye when the moon completely covers the disk of the sun. At any other time it is not safe to view the eclipse without the proper precautionary measures. Failure adhere to proper precautionary measures can result in permanent ocular damage and vision loss.

Observing these risks, we have received many questions about the precautions a school can or should take to avoid potential liability issues and protect student safety. For example, many schools have already purchased special eclipse-safety glasses to view the event. Others are planning class projects and other ways to view the event safely. If you have not already done so, we encourage you to consider communicating with your staff and fellow administrators to determine what plans your school has and the items you deem reasonably necessary to ensure the eclipse can be viewed safely.

Mitigating Potential Liability. Some schools have also begun the process of notifying parents or even circulating parent permission forms for viewing the eclipse at school. We've received many questions on the "right way" to account for liability concerns. While seeking an "opt in" permission form back from parents is a permissible step, we are not sure how practical or legally useful it is in terms of protecting your district. We believe that serving each parent with a notice regarding the eclipse and allowing them to "opt out" is a more appropriate measure to mitigate potential liability stemming from the risks associated with the eclipse. This is also more consistent with the way districts address other curricular experiences.

Schools should confer with their individual attorneys now to solicit their legal advice on how to best take advantage of this tremendous learning opportunity without also assuming potential liability. If you are a KSB client and would like to receive our full legal analysis and an "opt-out" notification and release you can use, please contact one of us and we will be happy to provide it to you for a low flat rate. Our analysis is intended to guide you and your board through the legal standards you should consider and practical issues surrounding the eclipse viewing plans you have already made and may be making as next school year approaches.

If you have questions, we recommend that you consult with your school district's attorney or call Karen, Steve, Bobby, or Tim.

Name	15-16 status	# days contributed	# days reimbursed	Status for 2016-17
Abler, Mary	member	2		
Anderson, Adele	member			Left the District
Bettendorf, Gigi	member			Left the District
Boe, Sheralee	member			Left the District
Bishop, Terra	member			
Braithwait, Trist	member			
Brandl, Dana	member			
Brown, Abby	member			Left the District
Calderon, Brisa		1	5.00	New member
Cleveland, Randi	member			
Cooper, James	member			
Crilly, Jim	member			
Engelmann, Julie	member			
Ehlers, Alan	member	1		
Eischeld, Katie	member	1		
Ferguson, Jonita	member	2		
Fite, Katie	member			
Fite, Rob	member	2		
Freundenburg, Jas	member	1		
Fraundorfer, K&	member			
Fuhs, Dan	member	2		
Goedeken, Suzy	member	1		
Greunke, Larees	member	1		
Gross, Terri	member			Left the District
Harrington, Tom	member	1		
Herz, Connie	member			
Hoffart, Riley	member	1		
Holoubek, Lisa	member			
Jirsa, Steve	member	2		
Johnson, Jane	member			Left the District
Jones, Vicky	member	1		

Jordan, Travis	member				
Johnson, Dawn	member				
Jurgens, Sue	member	1			
Kaps, David		2		New member	
Kratochvil, Patri	member	1			
Kush, Karla	member	1			
Lafleur, Jane	member				
Lafleur, Vanessa	member	1			
Lewis, Jane	member	1			
Lewis, Megan	member				
Loosvelt, Audrey	member			Left the District	
Loosvelt, Kenny	member			Left the District	
Lovercheck, Dar	member	1			
Mahler, Jack	member			Left the District	
Melick, Dave	member			Left the District	
McPhillips, Ana				Left the District	
Middleton, Bobt	member	2			
Mitchell, Amanc	member			Name Change	
Moyer, Marilyn	member			Left the District	
Offner, Andrew	member	1			
Osborn, Carolyn	member			Left the District	
Osten, Monette	member				
Oswald, Ann	member			Left the District	
Pollreisz, Andre	member	1		New member	
Reeves, Erin	member				
Rother, Teryn	member	0.5			
Samway, Jacquie	member			Left the District	
Shaffer, Joye	member			Left the District	
Siegel, Scott	member			Left the District	
Siegel, Reva	member			Left the District	
Sorensen, Aman	member		7.00		
Sojka, Katy	member			Left the District	

Staub, Jessi	member			Left the District
Sunderman, Milk	member	1		
Ternas, Jessica	member			
Tomaszkiewicz,	member			Left the District
Viergutz, Beau	member			
Wagner, Teresa	member			
Wehrle, Kay	member			
Weidner, Jill	member			
Wolta, Casey	member			
Wright, Jan	member			Left the District
Ziebell, Jolene	member			Left the District
days in bank from 15-16		61		
BALANCE		94	82	(days available)

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

This application is to be submitted to an EMMLB review committee member on or before the last day of the semester for which reimbursement is requested. The EMMLB review committee member receiving this form should immediately sign and date the form and inform the EMMLB chair of receipt of the reimbursement request.

Name: Katie Eischeid

Date: 5-22-17

Number of days requested from EMMLB: 1

No longer requesting day!
Katie Eischeid

Specific dates and reasons for absence:

Date Reason for absence (medical-related absences must include physician's statement):

4-20-17 Maddox was home sick.

Katie Eischeid
Signature, Certificated Staff Member

5-22-17
Date

Laura L. Greenke
Signature, EMMLB review committee member

5/23/17
Date

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

This application is to be submitted to an EMMLB review committee member on or before the last day of the semester for which reimbursement is requested. The EMMLB review committee member receiving this form should immediately sign and date the form and inform the EMMLB chair of receipt of the reimbursement request.

Name: Andrew Offner

Date: 5-15-17

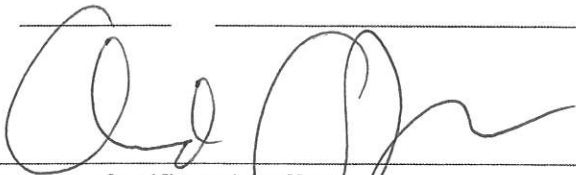
Number of days requested from EMMLB: ~~9 hours~~ ~~1 1/8 days~~ 1 Day

Specific dates and reasons for absence:

Date Reason for absence (medical-related absences must include physician's statement):

5-2-17 Daughter got sick at school sent home via Nurse. -6 hours

~~5-12-17 Bob's Grandfather funeral - 3 hours abs A.E~~



Signature, Certificated Staff Member

5-15-17.

Date



Signature, EMMLB review committee member

5/23/17

Date

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

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Name: Brisa Calderon

Date: 5/22/17

Number of days requested from EMMLB: 3

Specific dates and reasons for absence:

Decided not to take days.
Brisa Calderon A.E

Date Reason for absence (medical-related absences must include physician's statement):

01-30-17 Sick Child

4-25-17 Sick

4-20-17 Half Day - Sick child

4-27-17 Half Day - Sick

Brisa Calderon
Signature, Certificated Staff Member

5/22/17
Date

Luana L. Gueanhe
Signature, EMMLB review committee member

5/23/17
Date

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

This application is to be submitted to an EMMLB review committee member on or before the last day of the semester for which reimbursement is requested. The EMMLB review committee member receiving this form should immediately sign and date the form and inform the EMMLB chair of receipt of the reimbursement request.

Name: Audrey Pollreisz

Date: May 22, 2017

Number of days requested from EMMLB: 5 days

Specific dates and reasons for absence:

<u>Date</u>	<u>Reason for absence (medical-related absences must include physician's statement):</u>
<u>3/29 - 5/11</u>	<u>Child birth</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Audrey C. Pollreisz
Signature, Certificated Staff Member

5/22/17
Date

Larissa L. Sheumle
Signature, EMMLB review committee member

5/23/17
Date

Madison Public Schools Negotiated Agreement and selected Policies of Employment

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

This application is to be submitted to an EMMLB review committee member on or before the last day of the semester for which reimbursement is requested. The EMMLB review committee member receiving this form should immediately sign and date the form and inform the EMMLB chair of receipt of the reimbursement request.

Name: Teryn Rother

Date: 5/22/17

Number of days requested from EMMLB: 5

Specific dates and reasons for absence:

Date Reason for absence (medical-related absences must include physician's statement):

4/29-4/28 Maternity Leave

Teryn Rother
Signature, Certificated Staff Member

5/22/17
Date

Laurea L. Sheumke
Signature, EMMLB review committee member

5/23/17
Date



CalmWater

FINANCIAL GROUP

100 N. 13th St., Suite 310
Norfolk, NE 68701
Phone: 402.371.5511
Toll Free: 800.850.6827
Fax: 402.371.4411

Guiding Your Financial Future

To: Mr. Ehlers From: Teryn Rother

Fax: 402-454-2288 Pages: 2

Phone: _____ Date: 5/22/17

Re: Maternity Leave

Urgent For Review Please Comment Please Process Please Recycle

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Reimbursement Request Form

This application is to be submitted to an EMMLB review committee member on or before the last day of the semester for which reimbursement is requested. The EMMLB review committee member receiving this form should immediately sign and date the form and inform the EMMLB chair of receipt of the reimbursement request.

Name: Amanda Sorensen

Date: 5-12-17

Number of days requested from EMMLB: 2

Specific dates and reasons for absence:

Date Reason for absence (medical-related absences must include physician's statement):

3-20-17 Claytyn sick

4-26-17 Claytyn sick

[Signature]
Signature, Certificated Staff Member

5-12-17
Date

Jane Lewis
Signature, EMMLB review committee member

5-15-17
Date

Patient Information

For: CLAYTYN G SORENSEN

TIME AWAY FROM WORK OR SCHOOL

Today's date: March 20, 2017

Name of Patient: CLAYTYN G SORENSEN

The above named patient had a medical visit today at: am / pm.

Please take this into consideration when reviewing the time away from work / school.

Special Instructions:

None

To be off the remainder of today, returning to the normal work / school schedule tomorrow.

To be off until the next scheduled appointment on _____.

Other

The patient was seen by: Dr. Daniel Blomenberg

Dr. Leon Gebhardt

Dr. Erin Pierce

Office Representative
Signature: _____

R. Brandl LPN

If there are any questions, please call the office at (402) 844-8021

MADISON PUBLIC SCHOOL ABSENCE REQUEST



NAME:

~~XXXXXXXXXX~~ Amanda Sorenson

Date(s) Requested:

3-20-17

CHECK TYPE OF LEAVE REQUESTED:

SICK LEAVE _____ SELF _____ Family member name Clayton
(includes bereavement leave for designated family members)

Will this absence qualify for FMLA leave? _____ YES _____ NO

FMLA leave qualifiers – birth of my child, placement for adoption or foster care; care of spouse, son or daughter, parent with a serious health condition; my own serious health condition; my spouse, son, daughter, or parent is a covered military member on active duty or notified of impending call to active duty; or to care for my spouse, son, daughter, parent or next of kin who is a covered service member with a serious injury or illness.

Please furnish details if absence qualifies for FMLA leave: _____

- PERSONAL
- SCHOOL ACTIVITY event: _____
- PROFESSIONAL LEAVE event: _____
- OTHER _____

Name of substitute: Linda Kowabinski

Employee signature: [Handwritten Signature]

Administrator signature: [Handwritten Signature]

DIRECTION TO ADMINISTRATOR: Fill out completely in triplicate and have the staff member sign. After completing, send top copy to payroll; give second copy to staff member; and bottom copy retained by administrator.

MADISON PUBLIC SCHOOL ABSENCE REQUEST

NAME:

Amanda Sorenson

Date(s) Requested:

4-26-17

CHECK TYPE OF LEAVE REQUESTED:

SICK LEAVE SELF Family member name (includes bereavement leave for designated family members) Claithyn

Will this absence qualify for FMLA leave? YES NO

FMLA leave qualifiers - birth of my child, placement for adoption or foster care; care of spouse, son or daughter, parent with a serious health condition; my own serious health condition; my spouse, son, daughter, or parent is a covered military member on active duty or notified of impending call to active duty; or to care for my spouse, son, daughter, parent or next of kin who is a covered service member with a serious injury or illness.

Please furnish details if absence qualifies for FMLA leave:

- PERSONAL
- SCHOOL ACTIVITY event: _____
- PROFESSIONAL LEAVE event: _____
- OTHER _____

Name of substitute: Lindak

Employee signature: _____

Administrator signature: _____

DIRECTION TO ADMINISTRATOR: Fill out completely in triplicate and have the staff member sign. After completing, send top copy to payroll; give second copy to staff member; and bottom copy retained by administrator.



Midwest Health Partners, P.C.

Family Medicine & Convenient Clinic

1410 North 13th St. Norfolk, NE 68702

Phone: 402-371-0123 Fax: 402-371-5360

mom (Amanda)

Clayton Sorensen

was seen in our office on 4-26-17

- ABLE TO:** return to school return to work
 return to sports light duty/limited work
 return to P.E. return to daycare
 return when fever free for 24 hours

ON: 4-27-17

NO: Lifting greater than _____ lbs.

NO: Prolonged standing for more than _____ minutes at a time.

OTHER: _____

Provider Signature *[Signature]*

Date 4-26-17

Midwest Health Partners, P.C.

Midwest OB/GYN

1410 North 13th St. Norfolk, NE 68702

Phone: 402-379-2322 Fax: 402-379-0888

Katie Fite
1003 S Lincoln St
Madison, NE 68748
402-992-0616
katiefite12@gmail.com

June 11, 2017

Mr. Alan Ehlers
Superintendent
Madison Public Schools
700 S Kent St
Madison, NE 68748

Dear Mr. Ehlers,

I have been an elementary teacher with Madison Public Schools for the past 12 years, but this school district has been a major part of my life for much longer than that. I have given my all to this district in every aspect that I have been involved. I will continue to hold the memories and friendships I've made close to my heart.

I have been pursuing other avenues to continue my love of teaching and have been offered a position as a 4th grade teacher at Washington Elementary in Norfolk. It is for that reason that I am resigning from my position as 4th grade teacher pending the approval of my contract with Norfolk Public Schools.

Sincerely,

Katie Fite

Letter of Resignation

May 15, 2017

Beau Viergutz
Madison Public Schools
Title I Teacher / Head Girls Basketball
205 N 10th Street
Norfolk, NE 68701

To the Madison Public School Board and Administration:

For the past two years I have been proud to call Madison my home. The experiences I have had at Madison have been invaluable. I am very grateful to all of the people involved who have helped me grow as a person and as a professional. It has been my privilege in helping the school district in leading the Girls Basketball program as well as serving as a Title I Teacher. I feel tremendously honored at the opportunity in continuing my professional career in a place like Madison. This school district will always hold a special place in my heart.

After careful consideration and discussion with my family, I have decided to take a teaching position at Norfolk Public Schools pending board approval. I will be serving as an Alternative Education Teacher at Norfolk High School. This decision did not come easy. I have forged many strong, positive relationships with students-athletes, staff, administration, and the community. However, many of you know that I am a Norfolk High graduate and it has been a goal of mine and a goal for our family to get back into the Norfolk school district and community. This position will help ensure my professional long-term status as an educator. Although my family is excited to take the next step in our future, we will certainly miss the people and the relationships we have built over the last year at Madison.

Please accept my letter of resignation effective at the end of the 2016-2017 school year, and I ask to be released from my current contract with the Madison school district. I want to thank Mr. Ehlers, Mr. Crilly, Mr. Offner, and Mr. Klahn for giving me an opportunity to teach and coach in your school district. I will carry the experiences and lessons I have learned from Madison with me for the rest of my life. I will always treasure the time I have spent at Madison, and would like to thank the school board and administration for the wonderful opportunities it has provided for me. I wish everyone at Madison the best of luck and may our futures cross paths again someday. Go Dragons!

Sincerely,

Beau Viergutz



SCHOOL BUS

SAFT-LINER C2

EMERGENCY EXIT

STOP

Thomas

SCHOOL BUS

EMERGENCY DOOR

PUBLIC SCHOOLS

03 30 17
003048

Thomas
BUILT BUSES

THOMAS
FULLY-VICE
BUS BODIES

2150





SCHOOL BUS

SAF-T-LINE C2

Thomas

STOP

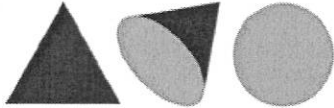


EMERGENCY EXIT
DO NOT BLOCK

EMERGENCY EXIT
DO NOT BLOCK

PUBLIC SCHOOL

EMERGENCY EXIT
UP HANDLE
PUSH OUT TO OPEN



Houghton Mifflin Harcourt

Cost Proposal

Prepared For

Madison Public School Dist 1

700 S Kent St
Madison NE 68748

For the Purchase of:

HMD Science

Prepared By
Deborah Queen
deborah.queen@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Andrew Offner
aoffner@esu8.org

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Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhpub.com

**Proposal for
Madison Public School Dist 1
HMD Science**

ISBN	Title	Sale Price	Purchase		Complimentary Quantity
			Quantity	Amount	
Science					
SRP/TRP					
1138491	9780030672132 Student Edition	\$78.75	50	\$3,937.50	
1159646	9780030936135 Interactive Online Edition (6-year subscription)	\$59.10			50
1122763	9780030498633 Teacher's Edition	\$118.95	1	\$118.95	
1159564	9780030935787 Chapter Resources	\$258.35	1	\$258.35	
1084357	9780030649219 Laboratory Manager's Professional Reference	\$25.00			1
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1159639	9780030936111 Guided Reading Audio Program	\$147.90			1
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1159684	9780030936265 Study Guide	\$12.15			1
SRP/TRP					
1647536	9780544852884 HMH Physics Hybrid Student Resource Package 1 Year Print/6 Year Digital	\$95.15	15	\$1,427.25	
<i>Package includes:</i> Student Edition Premium Interactive Online Student Edition 6-Year Downloadable Student Edition PDF Physics Engineering Design Guide Student Edition Physics Performance Expectations Student Edition					
1647537	9780544852891 HMH Physics Hybrid Teacher Resource Package 1 Year Print/6 Year Digital	\$250.00	1	\$250.00	
<i>Package includes:</i> Teacher Edition Online Premium Teacher Digital Management Center 6-Year Downloadable Teacher Resource Tool Physics Engineering Design Guide Teacher Edition Physics Performance Expectations Teacher Edition					
SRP/TRP					
1646740	9780544846135 HMH Biology Hybrid Student Resource Package with 1 Year Print/6 Year Digital	\$96.55	60	\$5,793.00	
<i>Package Includes:</i> Student Edition Premium Interactive Online Student Edition 6-Year Downloadable Student Edition PDF Biology Engineering Design Guide Student Edition Biology Performance Expectations Student Edition					
1646741	9780544846142 HMH Biology Hybrid Teacher Resource Package with 1 Year Print/6 Year Digital	\$250.00	1	\$250.00	
<i>Package Includes:</i> Teacher Edition Online Premium Teacher Digital Management Center 6-Year Downloadable Teacher Resource Tool Biology Engineering Design Guide Teacher Edition Biology Performance Expectations Teacher Edition					
SRP/TRP					



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Attention:
Andrew Offner
aoffner@esu8.org

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Science					
1647493	9780544850460 HMD MODERN CHEMISTRY Hybrid Student Resource Package 1 Year Print/6 Year Digital	\$96.25	15	\$1,443.75	
	<i>Package Includes:</i> Student Edition Premium Interactive Online Student Edition 6-Year Downloadable Student Edition PDF Chemistry Engineering Design Guide Student Edition Chemistry Performance Expectations Student Edition				
1647494	9780544850477 HMD Modern Chemistry Hybrid Teacher Resource Package 1 Year Print/6 Year Digital	\$250.00	1	\$250.00	
	<i>Package Includes:</i> Teacher Edition Online Premium Teacher Digital Management Center 6-Year Downloadable Teacher Resource Tool Chemistry Engineering Design Guide Teacher Edition Chemistry Performance Expectations Teacher Edition				
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1672784	9781328695680 HMH Science Dimensions Earth Hybrid Student Resource Package 1 Year Print/6 Year Digital	\$87.60	50	\$4,380.00	
	<i>Package Includes:</i> Student Edition Online Student Edition 6-Year Downloadable Student Edition PDF				
1672776	9781328695598 HMH Science Dimensions Earth Premium/Hybrid Teacher Resource Package with 1 Year Print/6 Year Digital	\$210.00	1	\$210.00	
	<i>Package Includes:</i> Teacher Edition Online Teacher Digital Management Center 6-Year Downloadable Teacher Resource Tool				
	Total for SRP/TRP			\$18,318.80	
	Total for Science			\$18,318.80	

Proposal Summary	
Subtotal Purchase Amount:	\$18,318.80
Shipping & Handling (7.00%):	\$1,282.32
Total Cost of Proposal (PO Amount):	\$19,601.12



Attention:
Andrew Offner
aoffner@esu8.org

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhpub.com

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Proposal Date: 5/17/2017

Proposal for
Madison Public School Dist 1
HMD Science

Expiration Date:7/1/2017

Total Cost of Proposal (PO Amount): \$ 19,601.12

This is a cost proposal only.

This cost proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Date of Proposal: 5/17/2017

Proposal Expiration Date:7/1/2017



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Attention:
Andrew Offner
aoffner@esu8.org

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Total Weight: 25.454
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Remarks:
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998.10	19.79	0.00	1017.89
Amount due in USD	USD	1017.89	

To ensure we process your payment efficiently, please quote invoice numbers.

ing Account	35025417
Account Number	11042DX7
Account	35025417
Date	22-MAY-2017
Amount	USD 1017.89

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 New York, NY 10087-9533 US

Amex Visa Euro/Mastercard Switch (GBP only) Discover Card

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Expiry date: / /
 Issue no: / /
 Start Date: / /

Signature: _____
 Name: _____



Contract for Campus Services 2017-2018 School Year

This agreement is between

Contracting Organization

Strong Fathers-Strong Families, LLC

Authorized Representative: J. Michael Hall, M.Ed.

Address: P.O. Box 136188
Fort Worth, TX 76136

Phone: (817) 301-4086

Email: mikehall@strongfathers.com

Contracting Organization

Madison Public Schools

Authorized Representative: Mr. Alan Ehlers
Superintendent

Address: 700 S Kent St
Madison, Nebraska, NE 68748

Phone: (402) 454-3336

Email: aeblers@esu8.org

Strong Fathers agrees to facilitate 4 father child events for the "contracting organization" from September 2017 through June 30, 2018 on various campuses in the Madison Public Schools.

Strong Fathers agrees to render the following services:

1. Provide technical assistance in advance of the program to assist with site selection, event design/coordination and promotion strategy.
2. To be on site of the event on the date and for the amount of time necessary to prepare for, and facilitate, a full program.
3. Provide post-event feedback and ongoing electronic technical assistance for continued, effective father/family strengthening.

The Contracting Organization agrees to render the following services:

1. Assume all program costs for such things as food, publicity, and facilities;
2. Print handouts (Strong Fathers agrees to provide masters by a time agreeable)
3. Promote the event to all involved parties in a timely and effective manner;
4. Provide compensation in a timely manner

Strong Father and Strong Family Campus Programs

The following is an explanation of how Strong Fathers-Strong Families, LLC will help you work more effectively with the fathers and families that bring their children to your campus. Based on over 15 years of experience and 180,000 fathers, we feel the prescribed programs would be the MOST effective way to strengthen your efforts in making fathers and families stronger partners in the education of their children.

Program Elements

Training for classroom staff (teachers and aides) to better deal with fathers and families and to see the complex needs of the modern family. Roles of mothers, fathers, blended families, and extended families will be discussed and processed. Teachers will gain basic awareness and begin to develop a classroom/grade level plan for being more father and family friendly

Bring Your Dad to School Day

An event that gets fathers into the classroom and allows them to see what their children do everyday in their school classrooms.

When: Typically 7:30 AM to 9:30 AM if the school starts at 8:00 am. Any day but Monday.

2 Content Based Programs: These are father-child programs that are built to help fathers connect with their children within the context of certain school subjects.

Math Night or Math Morning

An event where dads and kids play math games with either cards and dice or with Double nine dominoes. Campuses are supplied materials per family for take-home materials (cards, dice, games instructions in English and Spanish)

When: Typically 6 PM to 8 PM on a Monday, Tuesday, or Thursday night.

Science Night

Dads and Kids interact as a team to build various contraptions that fly, fling, and pop! Facilitators train participants on helping children to become more exploratory and science minded in everyday endeavors.

When: Typically 6 PM to 8 PM on a Monday, Tuesday, or Thursday night.

Reading Night or Reading Morning

An event that gets fathers into the floor and encourages them to engage their kids in play activities based on books that are read to them. The facilitator models masculine reading styles to them as they experience a great time with their child based on reading books.

When: Typically 6 PM to 8 PM on a Monday, Tuesday, or Thursday night.

Strong Father and Strong Family Campus Programs

Program Package and Pricing for the 2017-2018 school year.

Each event will include the following:

- Blackline and Color Masters for Save the Date Flyers, Promotional Flyers, and Posters (in English and Spanish)
- Pre-event stickers for students to wear home the day prior to an event. (Wrist bands for secondary students)
- Staff meeting facilitation prior to each event (when possible-may be done with video presentations.
- Masters for all handouts and event forms (in English and Spanish)
- Strong Father or Strong Mother visitor stickers provided on the day of the event
- ALL TRAVEL COSTS are covered within the price structure of this contract.

ALL PARENT RESOURCES AND SUPPLIES ARE INCLUDED

- Monthly Family Check in Calendars and Early Childhood Activity Calendars in English and Spanish
- Madison Public Schools will have their own StrongFathers.org page.
- Pictures from each event will be posted on the StrongFathers.org website, Facebook and Instagram
- Ongoing consultation via phone, email, and conference calls, as well on-site meetings and teacher conferences.

Strong Fathers-Strong Families staff will be available for staff training, consultation on event promotion and set-up, and to develop materials and program agendas specific to the needs of each campus. Staff will be available as much as is possible for phone and email consultation.

Terms of Compensation:

\$2250 per event for an entire year of programs including parent resources and web-based parent/school support, a Teacher Training, Bring Your Dad to School Day, and Two Content Based Programs, and ongoing parent involvement consulting.

Programs will be invoiced for \$2250 after each father-child event.

Event Charges for Contracted Services	Cost	Events	Total
Bring Your Dad to School Day-I	\$2250		\$2250
Bring Your Dad to School Day-II	\$2250		\$2250
<i>Dad and Kid Math Night - District Event</i>	\$2250		\$2250
<i>Dad and Kid Science Night - District Event</i>	\$2250		\$2250
Overall costs for event management, facilitation, supplies, parent resources, and travel.			\$9000

All checks should be written to Strong Fathers-Strong Families, LLC. (See attached W-9 Form)
Payment is due on the 15th day after receiving the invoice unless otherwise agreed upon
Any payments not paid within 35 days is subject to a 15% surcharge

Retention of Rights

Strong Fathers-Strong Families LLC expressly warrants and represents, that it owns all materials contracted to be furnished or used by the Contracting Organization and that it has the right to license the materials to the Contracting Organization for use during the term of this Agreement. In the event that any of the existing materials are owned by some or other person or entity, Strong Fathers-Strong Families LLC agrees that it will obtain the necessary written consents from said person or entity to use any such property in relation to the Services and Program. Strong Fathers-Strong Families intellectual property, curricula, materials and works of authorship; provided however, all materials, conceptions and products arising from the Services produced or conceived by Contractor, its employees, agents, consultants, or Subcontractors shall be the sole property of Strong Fathers-Strong Families and shall have the exclusive rights to copyright and patent these materials, conceptions and products, subject to applicable law.

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SIGNATURES

CONTRACTING ORGANIZATION: _____

CONTRACTOR: Strong Fathers, Strong Families

Signature

Signature

Name Authorized Representative (please print)

J. Michael Hall, M.Ed.

Name Authorized Representative

Title

President

Title

Date

5/31/2017

Date

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SIGNATURES

CONTRACTING ORGANIZATION: _____

CONTRACTOR: Strong Fathers, Strong Families

Signature

Signature

Name Authorized Representative (please print)

J. Michael Hall, M.Ed.

Name Authorized Representative

Title

President

Title

Date

9/01/2015

Date

[Handwritten signature]

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SIGNATURES

CONTRACTING ORGANIZATION: _____

CONTRACTOR: Strong Fathers, Strong Families

Signature

Signature

Name Authorized Representative (please print)

J. Michael Hall, M.Ed.

Name Authorized Representative

Title

President

Title

Date

9/01/2015

Date

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SIGNATURES

CONTRACTING ORGANIZATION: _____

CONTRACTOR: Strong Fathers, Strong Families

Signature

Signature

Name Authorized Representative (please print)

J. Michael Hall, M.Ed.

Name Authorized Representative

Title

President

Title

Date

9/01/2015

Date

J. Michael Hall

CITY AUDITORIUM RENTAL AGREEMENT 2016-2017

THIS AGREEMENT is made effective August 15, 2017, by and between the CITY OF MADISON, NEBRASKA, a Nebraska Municipal Corporation (“Owner”), and SCHOOL DISTRICT NO. 1 OF MADISON COUNTY, NEBRASKA, a Nebraska Political Subdivision (“Lessee”), in consideration of the following mutual promises:

1. Lease Term and Rent. Owner shall lease to Lessee the Madison City Auditorium, 209 S. Lincoln, Madison, Nebraska, including the gymnasium, adjoining rest rooms and locker rooms, entry hallway, but excluding all other areas and locked rooms, for the purpose of use for volleyball and basketball practices or games. The term of the lease shall run from August 15, 2017, to March 15, 2018, and Lessee shall pay Owner rent of \$2,500.00 in advance upon execution of this rental agreement for 100 hours of use. Any hours used over the 100 hours limit (up to an additional 300 hours) shall be billed at the end of the lease term, at the rate of \$25.00 per hour. (Owner retains the right to rent the leased premises to other renters during unscheduled times during the lease term). On a daily basis, the leased premises must be returned to Owner in a clean and orderly condition at the conclusion of the day’s event; this includes all trash and garbage being picked up and disposed of in containers provided.

2. Purpose of Use. It is understood that Lessee shall use the leased premises for the above described school-related events and practices only and for no other purpose whatsoever, and that Lessee especially will not cause or permit the leased premises to be used for any unlawful business or purpose whatsoever; that Lessee will not assign, sublet or relinquish the leased premises without the prior written consent of Owner; that Lessee will use all due care and diligence in guarding the leased premises from damage by fire, theft, vandalism and other casualties.

3. Hold Harmless and Indemnity. It is agreed that Owner and Owner’s officials, employees and agents shall not be liable for any damages to or loss of personal property, or for any personal injuries to Lessee’s officials, employees, agents, students, invitees or others from any cause whatsoever arising out of Lessee’s use of the leased premises. Lessee further agrees to indemnify and hold harmless Owner and Owner’s officials, employees and agents, and other lessees, from any claim or loss (including that of Owner) on account of the liability herein assumed. Specifically, but without limitation, Owner shall not be liable, except for its own actionable negligence, for any of the following: (a) any damage due to acts of nature or man; (b) any stolen items or property; (c) any vandalism; (d) any bodily injury; (e) attractive nuisance.

4. Energy Conservation and Security. When the air conditioner or furnace is in use in the leased premises, all doors and windows shall remain closed at all times, except for persons entering and exiting, to conserve energy. It shall be Lessee's responsibility (by and through its adult coaches) to check and secure all doors and windows and turn off all lights prior to leaving the leased premises for the day. Lessee shall maintain an adult employee or other responsible adult on the leased premises at all times during Lessee's use of the leased premises. This adult shall have charge of keys to the leased premises. There shall be no unauthorized duplication of keys to the leased premises. Failure to abide by the rules of this paragraph and this lease may result in the non-renewal of this rental agreement in future years.

5. Season Scheduling. Lessee shall schedule the dates and times of its 100 plus hours total use of the leased premises and provide such schedule to Owner prior to the commencement of the lease term. Any changes, cancellations or additions during the lease term shall be communicated to Owner at least 24 hours in advance.

6. Other Provisions. Lessee further agrees to comply in all respects with city ordinances and state law. At the conclusion of the lease term Lessee will surrender possession of the leased premises to Owner in as good condition as existing at the time of leasing, normal wear and tear excepted. Time is of the essence. In the event Lessee breaches any term of this rental agreement, Owner may use any optional remedy existing under the laws of Nebraska to redress the breach.

IN WITNESS WHEREOF, the parties have signed this agreement, on the date first above written.

ATTEST: CITY OF MADISON, NEBRASKA,
A Nebraska Municipal Corporation, Owner

City Clerk

Mayor

ATTEST: SCHOOL DISTRICT NO. 1 OF MADISON
COUNTY, NEBRASKA, A Political
Subdivision, Lessee

Board Secretary

By _____
President

BUILDING USAGE AGREEMENT

The Madison Junior Wrestling Association agrees to enter into an agreement with the Madison Public School system. The purpose of this usage agreement is to provide a facility for wrestling practices and summer camps. The stated fee for the use of the building will be \$3500.00. This agreement will start on October 15, 2017 and will run through to February 20, 2018. The agreement will also include use of the building for:

1. The purpose of holding summer wrestling camps during the summer of 2018. The number of days is dependent upon the length of the camp.
2. One additional date will be provided for the school's use. This could include such functions as staff Christmas party, staff summer picnic, etc. For this provision, a calendar year of January 1st through December 31st will be used.
3. The use of the building in the unlikely event of an evacuation of the Elementary School building

It will be the responsibility of the Madison Junior Wrestling Association to clear the mats and set them down again in the advent the building would be rented for an event. The care and maintenance of the building is the responsibility of the Madison Junior Wrestling Association, with maintenance issues being promptly brought to the attention of the Association's representatives. The Madison Junior Wrestling Association would request the school's janitors clean the locker rooms once a week. The Madison Junior Wrestling Association reserves the right to evaluate this agreement on an annual basis. A signature by the Superintendent of Schools will signify acceptance of the above stated terms.

Superintendent of Schools:



Date:

6-13-2017

Executive Officers

Jerry Schomer: President
Bonnie Schomer: Treasurer

Steve Ruh: Vice President
Ann Ruh: Secretary

Board of Directors

Troy Ganskow
Paul Randles

Andrew Offner
Gordon Haskell

Apple Inc. Education Price Quote

Customer: Trish Braithwait
MADISON PUBLIC SCHOOLS
Phone: 4026405680
email: tbraithwait@me.com

Apple Inc: Karen Dunlap
5505 W Parmer Lane Bldg 7
MS: 581-IES
Austin, TX 78727-6524
Phone: 512-6746918
Fax: 800-5900325
email: kdunlap@apple.com

Apple Quote: 2204035367
Quote Date: 23-May-2017
Quote Valid Until: 22-Jun-2017

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	MacBook Pro 13-inch – Silver 065-C2Q1 2.7GHz Dual-core Intel Core i5, Turbo Boost up to 3.1GHz 065-C2Q5 8GB 1866MHz LPDDR3 SDRAM 065-C2Q9 256GB PCIe-based Flash Storage 065-C2Q7 Intel Iris Graphics 6100 065-C304 Force Touch trackpad 065-C2T0 Backlit Keyboard (English) / User's Guide (English) Part Number Z0QM	24	1,379.00	80.00	1,299.00	31,176.00
2	AppleCare Protection Plan for MacBook/MacBook Air/13" MacBook Pro – Auto Enroll Part Number S3130LL/A	24	183.00	0.00	183.00	4,392.00

Extended EDU List Price Total	37,488.00
Total Discount	1,920.00
Extended Discounted Price Subtotal	35,568.00
- eWaste Fee / Recycling Fee	0.00
-	
-	
Extended Discounted Total Price*	35,568.00

**In most cases Extended discounted Total price does not include Sales Tax
If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2204035367. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>.

For registration assistance, call 1.800.800.2775, option 5, option 1.

- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **22-Jun-2017** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1721475
Opportunity ID: 262927168
<https://ecommerce.apple.com>
Fax:800-5900325

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Document rev 10.6.1

Date of last revision – May 12th, 2017





Hubert Company
 9555 Dry Fork Road
 Harrison
 Ohio 45030-1994
 1 800 543 7374
 www.hubert.com

MADISON PUBLIC SCHOOL
 700 S KENT ST
 PO BOX 450
 MADISON
 NE, 68748-0450

Exp. 6/20/2017

Ref. No: Q382801

Direct

<u>Item No</u>	<u>Qty</u>	<u>Description</u>	<u>Price (\$)</u>	<u>Ext. Price (\$)</u>
 55520	1 EA	Southbend Stainless Steel Gas Range 6-Burner Natural No. of Burners - 6; Length - 36.5 "; Fuel Type - Natural Gas; Compatible With - 95526, 94166; BTUs - 168000; Warranty - 1 Year Parts & Labor; Width - 34 "; Height - 59.5 "; Material - Stainless Steel	1200.00	1200.00
 95526	1 ST	Southbend Caster Set For Gas Convection Oven - 5"Dia Compatible With - 54160, 59304, 67795; Width - 5 "	200.00	200.00

Total Merchandise	1400.00
Shipping	475.00
SubTotal	1875.00

Total Merchandise	1,400.00
Total Shipping	475.00
Additional Charges	0.00
Tax	0.00
Total	1,875.00

(US DOLLARS)

Acceptance _____

Date _____

Printed Name _____

Stainless Steel Gas Range 6-Burner Natural



Mouse over to zoom. Scroll to zoom in and out

Stock No.: 55520 , Vendor Part No.: 692-087/NAT

Price: **\$1,509.00**

In Stock.

Ready to ship by truck. ⓘ

May require additional handling time.

- Standard 26 x 26 1/2 (L x W) oven uses 35,000 BTUs
- Stainless steel gas range has (6) 28,000 BTU burners for natural gas
- Cast iron grate tops, one-piece crumb drawer, flame failure safety device and 6" adjustable legs
- Snap action thermostat adjusts from +175°F to +550°F
- Includes 1 removable rack

[More product information...](#)

Qty	USD, EA
1	\$1,509.00

1 Add To Cart

Truck Ship

Add To New List (/login)

Compatible Item
\$250.00

[\(/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven--5Dia\)](/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven--5Dia)
Southbend Caster Set For Gas Convection Oven - 5" Dia
[\(/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven--5Dia\)](/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven--5Dia)

Add to Cart

Related Items



\$250.00

Southbend Caster Set For Gas Convection Oven -

[\(/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven---5Dia\)](/product/95526/Southbend-Caster-Set-For-Gas-Convection-Oven---5Dia)



\$110.00

Wire With Chrome Finish Gas Oven Rack - 20 1/2"L x

Product Information

[Top ↕](#)

Product Description

This stainless steel gas range is designed to fit the custom needs of your busy commercial kitchen. The unit features six

Product Specifications

Stock No. 55520

Info & Guides

- Additional Product Info (PDF File)
<https://dijf5515e0d1.cloudfront.net/pdf/SB6bu>

28,000 BTU burners and a standard oven that uses 35,000 BTU's. The stainless steel gas range has heavy-duty cast iron top grates that can be removed for easy cleaning. The oven's quadrant spring door comes with an ergonomic chrome handle. Plus, the stainless steel gas range has a snap-action thermostat that is adjustable from +175°F to +550°F.

Brand	Southbend
VPN	692-087/NAT
Case Pack	1
Material	Stainless Steel
Length	36.5"
Width	34"
Height	59.5"
Fuel Type	Natural Gas
BTUs	168000
Warranty	1 Year Parts & Labor
Certifications	Canadian CSA Blue Flame, CSA (US & Canada), NSF, US CSA Blue Star



Certifications



Shopping Cart

[Continue Shopping](#)

[Proceed To Checkout \(/checkout\)](#)

Item Description	Item Price	Quantity	Total Price
 (/product/55520)	Price: \$1,509.00 EA.	<input type="text" value="1"/>	\$1,509.00
Stainless Steel Gas Range 6-Burner Natural (/product/55520) Stock No.:55520 In Stock. ⓘ 🚚 Truck Ship. Remove Item			
 (/product/95526)	Price: \$250.00 ST.	<input type="text" value="1"/>	\$250.00
Southbend Caster Set For Gas Convection Oven - 5\" Dia (/product/95526) Stock No.:95526 In Stock. ⓘ Remove Item			

Total: \$1,759.00

[Proceed To Checkout \(/checkout\)](#)

4.7 ★★★★★
Google
Customer Reviews



Customer Service Open
24 Hours Today

Five Warehouses for
Faster Shipping!



Madison's
Account



Rapid
- Reorder

<http://www.gotowebstore.com/90136S6BN>

Vulcan 36S-6BN Endurance 6 Burner 36" Natural Gas Range with Standard Oven Base - 215,000 BTU

Item #: 90136S6BN MFR #: 36S-6BN

\$2,520.00/Each

Get the price by text! ?

[? Why do we do this?](#)

Or call 717-392-7472

(Mon-Thur 24 Hours, Fri 12AM-8PM EST

Sat & Sun: 9AM-4PM EST)

77N47T7EV4

Coupon Code \$ 2,140.00

Casters - NO

- ✓ Rugged stainless steel construction 400012090981
New

Shipping:

- ✓ 6 open top burners with lift off heads [Special Order](#) ?

for easy cleaning

- ✓ Heavy-duty cast-iron



Dormont 1675KIT48
Deluxe SnapFast® 48"
Gas Connector Kit with
\$123.99/Each

SPECS

Width	36 Inches
Depth	34 Inches
Height	58 Inches
Oven Interior Width	26 3/8 Inches
Oven Interior Depth	27 Inches
Oven Interior Height	13 7/8 Inches
Burner BTU	30,000
Burner Style	Grates
Control Type	Manual
Gas Inlet Size	3/4 Inches
Installation Type	Freestanding
Made in America	Yes
Maximum Temperature	500 Degrees F
NSF Listed	Yes

- grates for optimal temperature retention
- ✓ Standard oven base includes 2 racks and 4 rack positions
- ✓ Extra-deep pull out crumb tray with welded corners
- ✓ 6" stainless steel adjustable legs
- ✓ 215,000 BTU
- ✓ Requires a natural gas connection

UPC Code:

Condition:



DONE TO PERFECTION.

Warranty Info

RESIDENTIAL USERS: Vulcan assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications. The right is reserved

Number of Burners	6
Number of Ovens	1
Number of Racks	2
Oven BTU	35,000
Power Type	Natural Gas
Range Base Style	Standard Oven
Total BTU	215,000
With Griddle	No

to deny shipment for residential usage; if this occurs, you will be notified as soon as possible.

Resources

 [Commercial Range Buying Guide](#)

 [NSF International](#)

Details

Build the kitchen best suited for your needs with this Vulcan 36S-6BN Endurance 6 burner natural gas range with a standard oven base! This heavy-duty, versatile piece of cooking equipment is perfect for those tight spaces where you need one piece of equipment to do multiple tasks. Since this unit features 6 open top burners with a standard oven base, you can fry and simmer on top while eliminating wasted space by using the oven below for your baking and warming needs.

Each of the 6 burners deliver 30,000 BTU of heating power, and thanks to the lift-off heads, cleaning and maintenance is a simple process. Plus, the 12" x 14 1/2" rear lift-off cast iron grates and front 12" x 12 1/2" lift-off grates allow easy access to the burners while supporting your largest stock pots and frying pans. For quick ignition, the unit comes with a shrouded flash tube pilot system per two burners.

For your medium-volume baking and warming needs, this range has a standard oven base. The oven has a temperature range of 250-500 degrees Fahrenheit and a

35,000 BTU burner for efficiency. Two oven racks come included, and with four rack positions, you can customize the cavity to best suit your requirements. With a separate control located in a cool zone, the oven may be used by itself or in conjunction with the range top. The oven bottom and door panel are porcelainized for easy clean up. And, an extra deep crumb tray further expedites the cleaning process, as it can be removed and emptied when it gets full.

A fully welded frame combines with stainless steel front, sides, backriser, and lift-off high shelf to ensure long-lasting use in your commercial kitchen. 6" stainless steel adjustable legs come standard. A natural gas connection is required for operation.

Overall Dimensions:

Left to Right: 36"

Front to Back: 34"

Height: 58"

Interior Dimensions:

Left to Right: 26 3/8"

Front to Back: 27"

Height: 13 7/8"

This Item Ships via Common Carrier. For more information and tips to help your delivery go smoothly, click [here](#).

Because this item is not stocked in our warehouse, processing, transit times and stock availability will vary. If you need your items by a certain date, please contact us

prior to placing your order. Expedited shipping availability may vary. We cannot guarantee that this item can be cancelled off of the order or returned once it is placed.



This item has been certified by the Canadian Standards Association (CSA) and meets applicable U.S. standards.



This item has been certified by the Canadian Standards Association (CSA) and meets applicable Canadian standards for appliances using gas or petroleum fuel.



This item meets the standards imposed by NSF International, which focuses on public safety, health, and the environment.



This item was made in the United States of America.



This unit comes with a 3/4" gas connection.

Other Products from this Line



Vulcan 36C-2B24GN
Endurance Natural
Gas 2 Burner 36"

\$6,621.50/Each



Vulcan 36C-2B24GTN
Endurance Natural
Gas 2 Burner 36"

\$7,111.70/Each



Vulcan 36C-2B24CBIN
Endurance Natural
Gas 2 Burner 36"

\$6,880.85/Each

Related Items



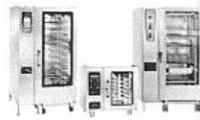
Commercial Restaurant Ranges

12 Categories



Commercial Convection Ovens

523 Products



Combination Ovens

2 Categories

Get paid to review this product!

If you've used this product, simply share your text, video, and photo reviews of it. Earn up to \$16.00 per product!



Write a text review
Earn \$2.00



Post a product photo
Earn \$4.00



Post a product video
Earn \$10.00



Omaha Division
2901 Cuming Street
PO Box 3825
Omaha, NE 68131-2108
(402) 344-4321

May 15, 2017

Alan Ehlers
Madison Public Schools
700 S. Kent St.
Madison, NE 68748

Dear Mr. Ehlers;

We are pleased to submit the following bid for dairy products for the 2017-2018 school year:

Hpt Choc Skim FF Milk	0.2300
Hpt 1% Milk	0.2275
Hpt Strawberry Skim FF Milk	0.2300
4 oz Orange Juice	0.1800
4 oz Apple Juice	0.1700
5 LB Sour Cream	9.1000

We are looking forward to hearing from you on the outcome of the bid. Please call if you have any questions. Thank you for the opportunity to bid.

Sincerely,

Dave Petz
Hiland Dairy
Box 106
West Point, NE 68788

dpetz@hilanddairy.com
Office-402-372-2471
Fax-402-372-3026

The above Bid is accepted by the Superintendent or Food Service Director

Signed _____ Name of School _____

Acceptance Date: _____ First Delivery: _____ Esc./De-Esc.Month May

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **May's 2017** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate , re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.

CERTIFICATE OF NON-COLLUSION/INDEPENDENT PRICE
DETERMINATION

The undersigned certifies that the preparation and submission of the attached bid have been conducted independently, without consultation, communication, or agreement with any other bidder or potential bidder and that there will be no consultation, communication, or agreement on the price, terms, and conditions of this bid by or on behalf of Hiland Dairy Foods Co., LLC with any other bidder or potential bidder prior to the official opening of the bid.

Date: 5.15.17

Hiland Dairy Foods Co., LLC

Rick Beaman

Rick Beaman
General Sales Manager



Dean Foods 2017-18 Dairy Bid

May 2017

Land O Lakes - Lincoln Office
Please note our New Address:
 220 SW 32nd Street
 Lincoln, NE 68522

Bill To: 173603
 Madison Public Schools

Dean Foods / Land O Lakes would like the opportunity to bid on your schools dairy program for the upcoming 17-18 school year. Please see the below bid prices quoted for the month printed in the top right corner.




If you have any questions regarding the bid, please contact Dana Hunzeker at:
 E-mail: dana_hunzeker@deanfoods.com - Phone: 402-474-8709 - Fax: 402-474-8739

8 FL OZ- HALF PINT MILK	Carton	Item #	Escalator
LOL DairyPure Whole	Paper	56969	
LOL DairyPure 2%	Paper	56986	
LOL DairyPure 1%	Paper	56982	0.1890
LOL DairyPure Skim	Paper	56984	
TruMoo Fat Free Chocolate	Paper	45837	0.2098
TruMoo Fat Free Strawberry	Paper	46073	0.2098
MILK AND SOFT SERVE			
LOL DairyPure Gallon 2%	Plastic	56832	
LOL DairyPure Gallon 1%	Plastic	56840	
LOL DairyPure Gallon Fat Free Skim	Plastic	56836	
LOL DairyPure Half Gallon 2%	Plastic	56923	
LOL DairyPure Quart Buttermilk	Paper	58759	
LOL Half Gallon IC Mix 5% Van and Choc	Plastic	37968	
LACTOSE FREE HALF GALLON'S			
DairyPure Lactose Free ESL VD-2%-1% Skim	Paper	56745	
JUICE			
LOL Orange Juice 8oz	Paper	11188	
Orchard Pure Orange Juice Gallon	Plastic	57741	
Orchard Pure Orange Juice Half Gallon	Plastic	57739	
4oz -100% Juice: Orange, Apple, Fruit Punch & Grape	Plastic - Foil Top	54952	0.2490
CULTURE/OTHER			
LOL 5LB Cottage Cheese 4%	Plastic Tub	11653	
LOL 5LB Cottage Cheese 2%	Plastic Tub	11654	
LOL 5LB Sour Cream Reg	Plastic Tub	11573	
LOL 5LB Sour Cream Lite	Plastic Tub	54017	
LOL 5lb Yogurt Low Fat Strawberry	Plastic Tub	42701	
LOL 24oz Yogurt Fat Free (All Flavors)	Plastic Tub	12832	
LOL 6oz Yogurt-Low Fat and Fat Free (All Flavors)	Plastic Cup	12824	
Dzn Large Eggs (15dzn per case - sold by full cases only)	Paper Carton	60699	
ALA CARTE/VENDING MACHINE OPTIONS			
12oz Orchard Pure 100% Orange Juice	Plastic	56683	
12oz LOL 100% Apple Juice	Plastic	29135	
12oz LOL Grip N Go / TruMoo Milk	Plastic	11264	
<i>Flavors: White VD, 2%, FF - Straw 1% - Choc VD, 2%, 1%, FF</i>			
14oz TruMoo 1% Protein (Van-Choc-Cook N Crm)	Plastic	51059	
14oz Caribou Iced Coffee (Mocha, Crml, Van Bean)	Plastic	56504	

Please fill in the below information, sign and return via mail, e-mail or fax along with any other competitive bids and a 17/18 school calendar.

TRU MOO - No High Fructose Corn Syrup, No Artificial Growth Hormones and NOW No GMO Ingredients!

We Accept  We Decline

First Day of School:

Kitchen / Food Service Director:

Name:

Phone #:

Email:

Signature:

Ship To's:
 175026 Madison Elementary School
 175025 Madison High School (& Middle)

Please Note: Delivery would be late afternoon's on Tuesday & Friday's. Key's could be necessary depending on how late someone is at the school.

Delivery days and times to be determined.

Join our Dean's Team and **GO GREEN** with us! Recycle DairyPure Land O Lakes and Tru Moo paper cartons!



Produced & Distributed by Dean Foods.

Fluid Milk Escalator /De-escalator Clause

1.) The attached bid is based on the cost of skim milk and butterfat to include premiums in Federal Order Market 32 for the month of **May 2017**.

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration monthly changes in the cost of skim milk, butterfat, ingredients, over order premiums. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

SKIM MILK: Price: \$ 7.14 CWT

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon - .043 per 5 Gallon
 Gallon - .0086 per Gallon
 8 oz. - .00054 per 8 oz.

BUTTERFAT: Price: \$ 2.3736 per pound

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- **Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**

This escalator/de-escalator formula applies to all fluid milk items.

2.) **Non Fluid Milk Items**

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Dean Foods advises you of our intent to change the price as a result of a significant supplier price change.



05/09/17

Madison Public Schools

We are pleased to respond to your request for items and prices for the 2017-2018 school year. If necessary, products may be delivered a day ahead of actual usage date. All products have sufficient shelf-life to guarantee freshness. Number of deliveries made per week will be determined by volume.

We would appreciate the opportunity to service your school with bakery products. Thank you.

Bimbo Bakeries USA
North Plains Sub Market

A handwritten signature in blue ink that reads "Bob Wagner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Bob Wagner
Director of Sales, North Plains
10330 S 152nd St
Omaha NE 68138
402-935-0600 Ext 237
402-339-4667 FAX
jreeves2@bbumail.com



9-May-17

Madison Public Schools

We are pleased to respond to your request for items and prices for the 2017-2018 school year with the following:

BUSS

Prod. #	Description	Cost
2157	R&I Whi HOT 16P 26 oz	\$3.69
2773	Sara Lee 20oz. Classic Wheat Brd.	\$2.58
3087	Sara Lee White w/Whl Grn 20oz Brd	\$2.58
3447	53% Whl Grn White 4" Hamb. 12 ct.	\$3.28
3995	SL CL Whi SW 24 oz	\$2.95
4145	Sara Lee White Dinner Roll	\$2.58
4266	53% Whl Grn White 6" Coney Bun 16ct	\$4.07
5275	24oz. Texas Toast	\$2.95
5485	R & I Wheat Sandwich 24 oz	\$2.95
5476	51% Whl Grn White Sandwich Brd 24 oz	\$2.99
5553	Splittop Seeded Steak Bun 24 ct.	\$6.55
5659	10" Footlong Bun 6 count	\$2.71
5662	R&I WHI Hams 12P	\$3.35
5940	MST Whi EM 12P 26 oz	\$3.10
6055	53% Whl Grn White Steak Bun 24ct	\$6.17
5662	4" Sliced Hamburger 12 Bun, White	\$3.32
6619	53% Whl Grn White Dinner Roll 12 ct	\$2.78
6693	RI 53% WG White 3 3/4" Hamb. Bun 16	\$3.91

*****UNITS MUST BE ORDERED IN FULL TRAY QUANTITIES!!!**

Thank you for your business

Sincerely,

Bimbo Bakeries USA
Bob Wagner
Director of Sales, North Plains
10330 S 152nd St
Omaha NE 68138
402-935-0600 ext 237



COMPLETE Floors, Inc.

COMMERCIAL FLOOR COVERING

1019 Monroe Ave.
Norfolk NE 68701

402-371-3986
Fax: 402-371-9751

Estimate For **MADISON SCHOOLS**
Project: **Madison Middle School Stair area 2017**
Fax: **(402) 454-2238**
Architect:

Date **5/8/2017**
Opening Date:
Total Addenda:
Sales Tax Included: **NO**

This is a firm proposal to furnish all the labor, materials, tools, equipment and insurance required to complete the following as specified.

PROPOSAL

\$5,528 .00

Furnish and install Mohawk One First carpet tile, vinyl base and raised round square nose treads in middle school stair area.
Bid includes removing one layer of treads and rubber tile and base.
Please read extra prep statement below.

Saw joint prep included. Concrete grinding, leveling or scraping off debris would be extra and will be billed on a time and material basis.

_____ Acceptance: _____ Date: _____
Complete Floors, Inc.

We will consider, but cannot guarantee to confirm the prices and offering made herein, unless your acceptance is in our hands within 30 days after proposal date.

**2004
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I,, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:
 - a. Business with which a board member is associated shall include the following:
 - (1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.
1. Contracts with the School District.
 - a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

2. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
 - (1) All district employees.
 - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

3. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
 - (1) The board member does not abuse his or her position.
 - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (3) The board makes a reasonable solicitation and consideration of applications for employment.
 - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
 - (5) The board approves the employment or supervisory position.

- b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
 - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
 - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
5. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
 - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

7. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
 - b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.
9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: _____
Revised on: _____
Reviewed on: _____

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted in three prominent places within the school district. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

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 of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. 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 no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay and the updated date, time, and location of the postponed meeting to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2016

Participation in Insurance Program by Board Members

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair or Site Improvement

I. Applicability of this policy.

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$100,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$100,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$100,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$100,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3003.1

Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds

I. Applicability of the policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$150,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

1. **Construction with an Anticipated Cost of up to \$3,500 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. **Construction with an Anticipated Cost of between \$3,500 and \$100,000 (Small Purchase Procedures)**

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$100,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

B. Construction Projects with an estimated cost of \$100,000 and over will be made pursuant to the District's Policy on Bid

Letting and Contracts.

IV. Construction Projects with an Anticipated Cost Over \$150,000

A. **Sealed Bids:** All constructions projects subject to this policy with an anticipated cost of **\$150,000** will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publically opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
6. The board will generally complete its review of bids and

select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.
7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004
General Purchasing and Procurement

I. Applicability of this policy.

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. **Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 10 prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$3,500, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. **Relations with Vendors**

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$3,500 and \$150,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$150,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$150,000

a) Sealed Bids (Formal Advertising)

For purchases over \$150,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$150,000.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for

printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and

11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding

agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the

requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3011 Transportation

The school district will provide transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement.

Students in grades Kindergarten thru Twelfth grade living outside of the Madison city limits shall be entitled to transportation to and from their attendance center at the expense of the school district. Preschool students may also be provided transportation to be determined by the Board of Education on a year-to-year basis.

Parents of students who live where transportation by bus is impracticable or unavailable may be required to furnish transportation to and from the designated attendance center at the expense of the school district. Those parents who transport their children at the expense of the school district shall be reimbursed in accordance with state statute. Payment to current parents has been grandfathered in until the school year of 2017-2018.

A student may be required, at the board's discretion, to meet a school vehicle without reimbursement up to three-fourths of a mile. The board may require the parent to transport their children up to two miles to connect with school bus vehicles at the expense of the school district when conditions deem it advisable. It shall be within the discretion of the board to determine such conditions.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the **Superintendent of Schools** as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3012

School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is:

If a student has no funds available to pay for a meal, the student will be permitted to charge up to three meals. Thereafter, if a student has no funds available to pay for a meal, a limited "courtesy meal" option, such as a plain sandwich and a piece of fruit will be provided based on the judgement of the building principal.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make

textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3036

Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$7,500.00

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Business Manager and activity account Secretary. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the

purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) **may** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and Board Treasurer shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____
Revised on: _____
Reviewed on: _____

3042

Construction Management at Risk Contracts

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Madison Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:
 - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a

minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
 3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

- A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
- B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
- (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;
 - (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;
 - (6) The previous and existing compliance of the

construction manager with laws relating to the contract **(up to ten percent)**; and

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

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

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
- C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals

and solicit new proposals or cancel the construction management at risk process under the act.

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:
 - (1) The name and address of the interested party;

- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

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

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

appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043

Design-Build Contracts

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

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Madison Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal.

Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

Procedures. The District shall follow the procedures below in connection with any DB Contract.

1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.

- A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - (1) A general description of the Design-Build project;
 - (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of

the District's Design-Build Contract Policy from the Superintendent.

- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to

execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or

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

- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

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

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;
 - (7) Any bonds or insurance required by law or as may be additionally required by the District;
 - (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
 - (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic

materials illustrating the proposed approach to design and construction but shall not include price proposals;

(10) A requirement that the Design-Builder agree to the following conditions:

- (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
- (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
- (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
- (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
- (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:

- (1) Published in a newspaper of general circulation within the District;
- (2) Filed with the Department; and

- (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.
- C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

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

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

- D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.

- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all

other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

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

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision

shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

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

9. Projects Excluded. The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3044

Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3045
Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to

law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3046 Service Animals

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

School District Inquiries. School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

Health and Vaccination. The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure

from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible

for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3047
Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4001 Nondiscrimination

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights

to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district's complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district's Title IX and/or Section 504/ADA Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4010
Inclement Weather

Unless the superintendent directs otherwise, the following personnel shall report to work when school is canceled because of inclement weather: the superintendent, principals, secretaries, and custodians/maintenance staff.

If school is canceled during the day because of inclement weather, classified and certified personnel not listed above may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for *unpaid* leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is

taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA

leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an

eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee

to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or

position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

- a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for

maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- D.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4011.1
Nebraska Family Military Leave Act

The school district shall provide leave to its employees in accordance with the Nebraska Family Military Leave Act (NFMLA). The terms used herein shall have the meaning ascribed to them under the NFMLA. Employees may also qualify for leave under the Family and Medical Leave Act (FMLA), which is detailed in the district's FMLA policy. If an employee qualifies for leave under both the FMLA and NFMLA, any leave taken by the employee will count concurrently toward the leave limits of both.

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the NFMLA and this policy shall be unpaid leave.

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must provide

the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4019

Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee district should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee shall be established through the collective bargaining process.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and shall review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4041 Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public.

Certified staff, para-educators and office staff should generally dress in business casual attire.

Classroom staff **may not** wear the following types of clothing during the traditional school day from, when students or visitors are in attendance, or when the employee is supervising, directing or coaching students when the public is in attendance:

- For men: shirts worn without ties, except when the shirt has a logo which identifies the school and/or the school's mascot.
- Sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium or on a playing field or at athletic or other activity practices.
- Shorts, except when teaching physical education class or at athletic or other activity practices.
- Blue jeans, except at athletic or other activity practices.
- Any clothing which is immodest and may distract other employees or students in the learning environment.

The building principal may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days").

The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community. To help meet that end, jeans of any color may not be worn except on Friday which is considered a "dress down" day.

Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

Adopted on _____

Reviewed on _____

Revised on _____

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
 - a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
 - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
 - (1) The employee does not abuse his or her position.
 - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
 - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
 - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4060 School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Obtain and provide a copy of his or her current driving record from the department of motor vehicles at least one time per school year to the **superintendent or his or her designee**.
- Be at least 19 years of age.

School personnel must notify the **superintendent or his or her designee** about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;
- If the citation or conviction occurred within the last [REDACTED] years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated [REDACTED] points or more under an operator's license point system within the last [REDACTED] years.

The [REDACTED] has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The [REDACTED] will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee's duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a physician) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the [REDACTED] as soon as practicable, but no later than 24 hours of receipt. The superintendent must report his or her accidents, infractions, violations, or citations to the board president.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4061

Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical

improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. The provision of online courses;
2. The arrangement of meeting times with teachers;
3. The identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators.

B. Students with Disabilities

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5014
Homeless Students

- 1. General Policy.** The District will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the District.

- 2. Homeless Liaison.** The District's homeless liaison is the Superintendent of Schools. Students in homeless situations who require assistance should contact the liaison at 402-454-3336 or in person at 700 South Kent Street. The liaison's responsibilities include:
 - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
 - b. Receiving training regarding state and federal law governing homeless children and youth;
 - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
 - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
 - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
 - f. Carrying out other aspects of this policy.

- 3. Definitions**
 - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:
 - i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a

similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

- ii. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- b. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an act of Congress or by state law.
 - c. "Child" and "youth" refers to persons who, if they were children of residents of the District, would be entitled to a free education.
 - d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.
 - e. "School of origin" means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.

4. School Stability and Enrollment. Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child's best interest unless it is contrary to a request of the child's parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.

5. Strategies to Address Enrollment Delays. In order to address enrollment delays resulting from homelessness, the school district shall immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district

shall immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

6. Transportation. Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:

- a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
- b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.

7. Records. The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.

8. Dispute Process. If a dispute arises over school selection or enrollment in a school:

- a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;
- b. The child, youth, parent, or guardian shall be referred to the

district's homeless liaison who shall carry out the dispute resolution process within (30) thirty calendar days after receiving notice of the dispute;

- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

9. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education.** If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

Adopted on: _____

Reviewed on: _____

Revised on: _____

5015
Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

- a. Surveys Created by a Third Party
 - i. This section applies to every survey:
 - (1) that is created by a person or entity other than a district staff member or student;
 - (2) regardless of whether the student answering the questions can be identified; and
 - (3) regardless of the subject matter of the questions
 - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
 - i. Sensitive information shall include:
 - (1) Political affiliations or beliefs of the student or the student's parent(s);
 - (2) Mental or psychological problems of the student or the student's family;
 - (3) Sexual behavior or attitudes;
 - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
 - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
 - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
 - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
 - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
 - iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

- written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
 - v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. Survey Inspection Requests
- i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
 - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
 - iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations

- a. The term "invasive physical examination" means:
 - i. any medical examination that involves the exposure of private body parts; or
 - ii. any act during such examination that includes incision, insertion, or injection into the body; and
 - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
 - i. required as a condition of attendance;
 - ii. administered by the school and scheduled by the school in advance; and
 - iii. not necessary to protect the immediate health and safety of the student, or of other students.
- c. This policy does not apply to any physical examination or screening that:
 - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

- ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
- iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

- a. The term "personal information" means individually identifiable information including:
 - i. student's and parent(s)' first and last name;
 - ii. home or other physical address;
 - iii. telephone number; and/or
 - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
 - i. post-secondary education recruitment;
 - ii. military recruitment;
 - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
 - iv. student recognition programs.

4. Inspection of Instructional Material

- a. Definition
 - i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
 - ii. The term does not include academic tests or academic assessments.
- b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

- a. The superintendent shall notify parents of:
 - i. this policy and its availability upon request from the office of the district;
 - ii. how to opt their child out of participation in activities as provided for in this policy;
 - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
 - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5017
Routine Directory Information

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information by filing a written objection with the district.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

- c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of

students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least **three** days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the temporary illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student’s attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer must file a report with the appropriate county attorney.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5022

Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity

This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

Non-School Related Criminal Activity

Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

Taking a Student into Custody

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

Child Abuse and Neglect

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

Student Records

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

5052 School Wellness Policy

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

- i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

https://www.healthiergeneration.org/_asset/wtqdwu/14-6372_ModelWellnessPolicy.doc.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5063
Audio and Video Recording

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district's appropriate use and student discipline policies.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's

- permission;
- (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6020
Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The superintendent shall provide the board with a report on the status of the district's multicultural education program annually.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6035

Athletic Contest Participation by Sixth Graders

If there are fewer than 12 boys or 12 girls in the combined enrollment of the seventh and eighth grades when those grades are part of the elementary school system, sixth grade students may participate in athletic contests between schools, within a school system, or between school systems if the school administration judges that it is appropriate after taking into consideration the competition's nature and value to the students, its physical requirements and dangers, and the sixth grade students' ages, physical and mental abilities, maturity, skills, and preparation for the competition. Otherwise, pupils in kindergarten through the sixth grade may not participate in any kinds of athletic contests between schools, within a school system, or between school systems except as provided in this policy or as otherwise allowed by law. This prohibition does not apply to annual field or play days.

Adopted on: _____

Revised on: _____

Reviewed on: _____

CONTRACT OF SUPERINTENDENT EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of the Madison School District No. 1 located in Madison County, in the State of Nebraska, hereinafter referred to as “the Board”, and Alan Ehlers, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on November 14, 2016 and December 12, 2016, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of three (3) years, beginning on the 1st day of July, 2017 and expiring on the 30th day of June, 2020. During each of these three years, the Superintendent shall render at least 225 working days of service, as that term is defined herein, in the performance of his duties as Superintendent. The Superintendent shall be provided with 5 days of personal leave to be used at his discretion. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with an annual report of his accumulated working days.

Section 2. Salary & Benefits. In consideration of an annual gross salary of \$140,070 for the 2017-18 school year, and an amount to be negotiated for the 18-19 & 19-20 school years, and of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Annual net salary shall be paid in equal installments in accordance with the policy of the Board governing payment of the professional staff employees of the District. The Superintendent’s salary shall not be reduced during the term of this Contract except for just and sufficient cause as authorized by law.

*Annual net salary shall be defined (and calculated) as annual gross salary less the cost of (1) annuities; (2) disability insurance; and (3) pension and retirement plans all for the Superintendent and/or his family, if any.

* The Superintendent shall receive a \$65.00 a month stipend to use toward cell phone costs.

Health Insurance. The Board shall provide to the Superintendent family health insurance which is equivalent or superior to the specifications to Blue Preferred \$900 or \$3500 (HSA) deductible.

Section 3. Professional Status. The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract, he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska.

Section 4. Superintendent’s Duties. The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the

Superintendent and administered by him with the assistance of his staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief executive officer for the District, and shall have primary responsibility for implementation of Board policy. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

Section 6. Discharge. The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any other conduct or condition that substantially interferes with the continued performance of the superintendent's duties. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

Section 7. Transportation. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the state reimbursement rate.

Section 8. Leaves.

- a) Sick Leave: The Superintendent shall be entitled to ten working days of sick leave during each year of this Contract. The superintendent may take sick leave only when he is too ill to work or when a member of his immediate family is too ill to be left alone. Sick leave may not be taken for any other purpose and the Superintendent can carry no more than 5 days of sick leave over to the following year for a maximum of 15 days.
- b) Definition of "Working Days." For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, or legal holiday. "Working days" shall include, but not be limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board-approved days when school is otherwise not in session.

Section 9. Professional Development. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does

not interfere with the proper performance of his duties under this Contract. The expenses of attendance, when attendance has been discussed with the Board of Education, shall be paid by the District.

Section 10. Fringe Benefits. The Board will provide the Superintendent with the fringe benefits described below.

- a) Professional Dues: shall provide the Superintendent with Professional dues to NCSA/AASA.

Section 11. Physical Examination. The Superintendent will undergo an annual physical examination by a licensed physician or physicians of the Board's choosing during the term of this Contract. Additionally, the Superintendent will submit to a mental health examination by a licensed mental health practitioner of the Board's choosing at the Board's request. The Superintendent agrees that he will authorize the physician(s) performing each such examination(s) to provide the Board with all records, results and medical judgments of the examination. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 12. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

Section 13. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, shall be refunded by the Superintendent.

Section 14. Renewal of Contract .

Not later than the first Tuesday in December each year the Board shall notify the Superintendent in writing of the Board's intention to continue or not to renew this Contract. Failure to provide written notification of non-renewal shall result in an automatic renewal of this Contract for a period of one year. Any written offer by the Board of Education to continue this contract shall expire at 5:00 p.m. on the 10th calendar day after the written offer is delivered to the Superintendent.

Section 15. Annual Review of Superintendent. An annual review of the Superintendent's performance will be conducted by the Board at its regular meeting in November, at which time an extension of the Superintendent's contract will be discussed. It shall be the Superintendent's responsibility to place the annual review on the board's November agenda.

Section 16. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of their respective duties and obligations under this Contract.

Section 17. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 18. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

Section 19. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

EXECUTED BY THE BOARD this _____ day of _____, 200_____

President or Chairman
Board of Education

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this _____ day of _____,

Superintendent

Superintendent Pay Transparency Notice—Proposed Contract (Name of current superintendent)

Notice is hereby given that Madison Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on November 14th 2016 December 12th 2016 & June 12, 2017 at 7:00 pm at the MS/HS Conference Room in Madison, Nebraska.

After Year 1 of Contract, how many years remain on the contract:
 (Column F must be completed if additional years remain on contract.)

2

Superintendent Contract covers the following year(s):

Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
\$ 140,000.00	\$ 280,000.00	\$ 420,000.00

Base Pay for the Total FTE

Compensation for activities outside of the regular salary:

- Extended contracts / Activities outside of regular salary
- Bonus/Incentive/Performance Pay
- Stipends
- All other costs not mentioned above

	\$ -	\$ -
		\$ -
		\$ -
		\$ -

Benefits and Payroll Costs Paid by district:

- Insurances (Health, Dental, Life, Long Term Disability)
- Cafeteria Plan Stipend
- Cash in lieu of insurance
- Employee's share of retirement, deferred compensation, FICA and Medicare **if paid by the district**

District's share of retirement, FICA and Medicare

- IRS value of housing allowance
- IRS value of vehicle allowance
- Additional leave days
- Annuities
- Service credit purchase
- Association / Membership dues
- Cell Phone/Internet reimbursement
- Relocation reimbursement
- Travel allowance/reimbursement

\$ 22,116.00	\$ 44,232.00	\$ 66,348.00
		\$ -
		\$ -
		\$ -
\$ 24,540.12	\$ 49,080.24	\$ 73,620.36
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
\$ 900.00	\$ 1,800.00	\$ 2,700.00
\$ 780.00	\$ 1,560.00	\$ 2,340.00
		\$ -
		\$ -

● Mileage Allowance			\$	-		
● Educational tuition assistance			\$	-		
● All other benefit costs not mentioned above			\$	-		
Totals:	\$	188,336.12	\$	376,672.24	\$	565,008.36