

## **Madison Board of Education, Madison District #1**

Board of Education Regular Meeting  
Monday, June 10, 2019 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. Roll Call
  2. Pledge of Allegiance
  3. Open Meetings Act
  4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
6. Action Items
  1. Discuss, consider, and take all necessary action to accept resignations.
  2. Discuss, consider, and take all necessary action to approve teaching contracts.
  3. Discuss, consider, and take all necessary action on Milk and Bread bids for the 2019-20 school year.
  4. Discuss, consider, and take all necessary action to approve the 2018-19 Emergency Medical and Maternity Leave Bank requests.
  5. Discuss, consider, and take all necessary action to approve recommended policy updates from KSB.
  6. Discuss, consider, and take all necessary action on Early Retirement Incentive Program Policy.
  7. Discuss, consider, and take all necessary action on Certified teaching staff evaluation form.
  8. Discuss, consider, and take all necessary action to allow the Transportation committee to seek bids on a newer school van with cost not to exceed \$27,000.
  9. Discuss, consider, and take all necessary action to approve a bid to replace gym lights in the Elementary gym.
  10. Discuss, consider, and take all necessary action to purchase Middle School Math replacement curriculum paid from with Support For Improvement (SFI) grant funds.
  11. Discussion on the Lease of the Alice Jones Building
7. Topics for next month's Board of Education meeting
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.*

<b>MADISON PUBLIC SCHOOLS</b>					
<b>Activity Fund Balance Report</b>					
<b>MAY 2019</b>		<b>Fund 05</b>			
<b><u>Chart of Account Description</u></b>	<b><u>Beg Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Bal Change</u></b>	<b><u>Balance</u></b>
AD	11,771.72	4,310.26	13,313.00	0.00	20,774.46
Art Club	516.24	0.00	0.00	0.00	516.24
Band	4,328.55	0.00	0.00	0.00	4,328.55
Boys BB	628.05	622.59	1,500.00	0.00	1,505.46
Boys BB FR	72.96	300.00	143.00	0.00	(84.04)
Cheerleaders	355.51	0.00	3,108.00	0.00	3,463.51
Class of 2019	2,087.70	1,397.27	0.00	0.00	690.43
Class of 2020	535.22	0.00	10.00	0.00	545.22
Class of 2021	201.33	0.00	0.00	0.00	201.33
Class of 2022	235.00	0.00	10.00	0.00	245.00
Concessions	14,363.79	549.85	0.00	0.00	13,813.94
Courtesy	3,022.44	0.00	0.00	0.00	3,022.44
Cross Country	(288.46)	105.00	900.00	0.00	506.54
Cross Country FR	1,264.71	0.00	0.00	0.00	1,264.71
Danceline	104.88	119.02	400.00	0.00	385.86
District Funds	12,464.64	8,308.29	(4,630.25)	0.00	(473.90)
Educators Rising	867.28	0.00	0.00	0.00	867.28
Elem Activity Acct	1,381.96	0.00	254.00	0.00	1,635.96
Elem PTO	1,100.82	0.00	0.00	0.00	1,100.82
Elem Student Council	7,209.22	0.00	0.00	0.00	7,209.22
ELL Class	726.34	154.95	0.00	0.00	571.39
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	1,442.77	0.00	0.00	0.00	1,442.77
FCCLA	183.90	0.00	500.00	0.00	683.90
FFA	905.96	2,076.84	4,329.00	0.00	3,158.12
Football	3,674.23	253.36	1,475.00	0.00	4,895.87
Football FR	24.83	0.00	0.00	0.00	24.83
Football Youth	0.00	0.00	250.00	0.00	250.00
Girls BB	1,225.05	349.95	900.00	0.00	1,775.10
Girls BB FR	570.55	510.00	1,075.00	0.00	1,135.55
Golf	778.76	425.00	1,000.00	0.00	1,353.76
Golf FR	338.35	0.00	0.00	0.00	338.35
Homecoming	630.05	475.00	1,000.00	0.00	1,155.05
Honor Society	712.87	266.75	697.00	0.00	1,143.12
HS Student Council	1,097.09	95.00	0.00	0.00	1,002.09
M Club	5,268.73	0.00	0.00	0.00	5,268.73
Marketing Comm.	3,819.60	0.00	0.00	0.00	3,819.60
MS Activity Acct	3,867.80	343.80	471.83	0.00	3,995.83
MS Houses	296.57	0.00	0.00	0.00	296.57
Music Boosters	5,286.07	0.00	0.00	0.00	5,286.07
Musical	4,597.30	0.00	0.00	0.00	4,597.30



<b>Lunch Fund Balance Report</b>					
<b>MAY 2019</b>		Fund 06			
<b><u>Chart of Account Description</u></b>	<b><u>Beg Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Bal Change</u></b>	<b><u>Balance</u></b>
FUND BALANCE	69,051.54	38,141.81	45,151.22	0.00	76,060.95
					<b>FUND 06</b>

<b>Student Fund Balance Report</b>					
<b>MAY 2019</b>		Fund 12			
<b><u>Chart of Account Description</u></b>	<b><u>Beg Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Bal Change</u></b>	<b><u>Balance</u></b>
FUND BALANCE	5,557.03	6,540.00	1,000.50	0	17.53
					<b><u>FUND 12</u></b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
<b>Checking</b>	<b>5</b>	<b>Fund: 05 ACTIVITY FUND</b>	
APPEARA	S0424981	TABLECLOTHS FOR ATHLETIC BANQUET	80.00
		<b>Vendor Total:</b>	<b>80.00</b>
BATTLE CREEK PUBLIC SCHOOLS	GOLF INVITE 5-2-19	GOLF INVITE ENTRY FEE 5-2-19	50.00
BATTLE CREEK PUBLIC SCHOOLS	TRACK INVITE 5-2-19	TRACK INVITE ENTRY FEE 5-2-19	160.00
		<b>Vendor Total:</b>	<b>210.00</b>
BOONE CENTRAL SCHOOLS	G BB Camp	G BB Camp	160.00
		<b>Vendor Total:</b>	<b>160.00</b>
BRADY & AMY'S	50627	G.U.T.S. TRIP TO LINCOLN	41.12
		<b>Vendor Total:</b>	<b>41.12</b>
BROOKLYN PUBLISHERS LLC	44749	ROMEO & JULIET SCRIPT 2017-18	11.50
		<b>Vendor Total:</b>	<b>11.50</b>
CABELA'S LLC/BASS PRO LLC	077062439	Chest Waders	82.94
		<b>Vendor Total:</b>	<b>82.94</b>
CALDERON TOVAR, DANIEL	MIGRANT SUMMER PROG	2019 MIGRANT SUMMER SCHOOL PROGRAM	4,300.00
		<b>Vendor Total:</b>	<b>4,300.00</b>
CHAMPION TEAMWEAR AR	100942335	T-SHIRTS AND BACKPACKS	599.00
		<b>Vendor Total:</b>	<b>599.00</b>
CHOICE FOODS	ACCT 3336 APR 2019	CONCESSIONS & SOCCER PARENTS' NIGHT	20.87
		<b>Vendor Total:</b>	<b>20.87</b>
COLUMBUS LAKEVIEW SCHOOLS	GOLF 4-29-19	GOLF INVITE 4-29-19	100.00
		<b>Vendor Total:</b>	<b>100.00</b>
COMPLETE WEDDINGS & EVENTS	2,088,251	DJ Services 9-28-19	475.00
		<b>Vendor Total:</b>	<b>475.00</b>
CUSTOM SPORTS	24624	HOODED SWEATSHIRTS	160.00
CUSTOM SPORTS	24765	G.U.T.S. T-SHIRTS	344.00
		<b>Vendor Total:</b>	<b>504.00</b>
DEUSTER, LLC	79635	SUPPLIES	113.37
		<b>Vendor Total:</b>	<b>113.37</b>
DOUG BROWN MEMORIAL SUMMER LEAGUE	G BB Summer League	G BB Summer League	275.00
		<b>Vendor Total:</b>	<b>275.00</b>
ENGLMANN, JULIE	EL GRAD CELEBRATION	EL GRADUATION CELEBRATION	154.95
		<b>Vendor Total:</b>	<b>154.95</b>
FORESTRY SUPPLY INC	519352-00	COLORIMETER-FARMLAND GRANT	1,074.95

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>1,074.95</b>
GLOBAL TEST SUPPLY	158214	LAMOTTE SAMPLE TEST VIALS	80.86	
			<b>Vendor Total:</b>	<b>80.86</b>
GPS, INC.	111773	TEAM MEALS FOR DISTRICT SOCCER	99.99	
			<b>Vendor Total:</b>	<b>99.99</b>
HACH COMPANY	11440120	VACUUM PUMP-FARMLAND GRANT	741.51	
HACH COMPANY	11466632	Glass Ampules	130.55	
			<b>Vendor Total:</b>	<b>872.06</b>
HEALY AWARDS, INC.	INV017544	AM FLAG & CIRCLE CUT NUMBERS	53.36	
			<b>Vendor Total:</b>	<b>53.36</b>
HENRY DOORLY ZOO	16743 5-6-19	ADMISSION TO ZOO-FIELD TRIP	154.00	
			<b>Vendor Total:</b>	<b>154.00</b>
HERNANDEZ MARTINEZ, JOSE ABEL	MIGRANT SUMMER PROG	2019 MIGRANT SUMMER SCHOOL PROGRAM	4,300.00	
			<b>Vendor Total:</b>	<b>4,300.00</b>
HERZ, CONNIE	STATE TRACK 5-18-19	STATE TRACK - FOOD REIMBURSEMENT	40.20	
			<b>Vendor Total:</b>	<b>40.20</b>
HERZ, PAUL	TRACK STARTER 4-19	(OFFICIAL) TRACK STARTER APRIL 2019	545.72	
			<b>Vendor Total:</b>	<b>545.72</b>
INTERNATIONAL E-Z UP, INC.	0154168	TRACK TENT	132.00	
			<b>Vendor Total:</b>	<b>132.00</b>
KENNEDY INDUSTRIES	288739	DEEP CLEAN II	404.00	
			<b>Vendor Total:</b>	<b>404.00</b>
LUTHERAN HIGH NORTHEAST	GOLF INVITE 4-18-19	GOLF INVITE 4-18-19	75.00	
			<b>Vendor Total:</b>	<b>75.00</b>
MADISON CHARITY HALL	ATHLETIC BANQUET	ATHLETIC BANQUET 4-30-19	1,840.00	
			<b>Vendor Total:</b>	<b>1,840.00</b>
MAHASKA - SNACK	MA0001715	SNACKS	257.60	
MAHASKA - SNACK	MA0001731	SNACKS	149.60	
			<b>Vendor Total:</b>	<b>407.20</b>
MAHASKA	3058461	NHS - POP MACHINE	69.75	
MAHASKA	3058512	CONCESSION BEVERAGES	447.00	
MAHASKA	3058674	NHS-POP MACHINE	78.00	
			<b>Vendor Total:</b>	<b>594.75</b>
MALDONADO, DULCE CRYSTAL	COACH CERTIFICATION	COACHES CERTIFICATION	171.50	
			<b>Vendor Total:</b>	<b>171.50</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
MICHAEL'S PHOTOGRAPHY	28606	SENIOR COMPOSITE	306.00	
				<b>Vendor Total: 306.00</b>
MID*CITY	14456	WEIGHTROOM STERO	149.99	
				<b>Vendor Total: 149.99</b>
MIDWEST GRADS	CAPS & GOWNS 2019	CAPS/GOWNS/TASSELS	1,060.00	
				<b>Vendor Total: 1,060.00</b>
MPS LUNCH FUND	100518	PARENTS' NIGHT G BB	19.95	
MPS LUNCH FUND	100519	PARENTS' NIGHT B BB	23.94	
MPS LUNCH FUND	100523	CONCESSION SUPPLIES	153.25	
MPS LUNCH FUND	100524	PARENTS' NIGHT SOCCER	23.94	
MPS LUNCH FUND	100525	8TH GRADE FIELD TRIP TO PIONEER VILLAGE	3.80	
MPS LUNCH FUND	100529-Sr Breakfast	Senior Breakfast	31.27	
MPS LUNCH FUND	STATE TR MEALS 2019	STATE TRACK MEET MEALS 2019	82.00	
				<b>Vendor Total: 338.15</b>
NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	9001159200	Nat'l Student Council Membership	95.00	
				<b>Vendor Total: 95.00</b>
NATIONAL FFA ORGANIZATION	MDS-172633	FFA AWARDS	92.00	
NATIONAL FFA ORGANIZATION	MDS-173356	FFA AWARDS	108.75	
				<b>Vendor Total: 200.75</b>
NE SCHOOL ACTIVITIES ASSOC	NSAA Membership	NSAA Membership 2019-20	1,110.00	
				<b>Vendor Total: 1,110.00</b>
NEBRASKA COACHES ASSOCIATION	19-20 NCA MEMBERSHIP	2019-20 NCA MEMBERSHIP REGISTRATIONS	1,260.00	
				<b>Vendor Total: 1,260.00</b>
NEBRASKA FFA ASSOCIATION	COLT Conference	7 stud & 1 Advisor-COLT Conf	560.00	
				<b>Vendor Total: 560.00</b>
NORFOLK CATHOLIC SCHOOLS	DIST TRACK 5-9- 19	DISTRICT TRACK MEET 5-9-19	40.00	
				<b>Vendor Total: 40.00</b>
NORTH FORK OUTFITTING	5-7-19 HOUSE TRIP	HOUSE REWARD TRIP-DAODE	110.00	
				<b>Vendor Total: 110.00</b>
NORTHEAST NEBRASKA ALL-STAR CLASSIC	FB ALL-STAR JORDAN	ALL-STAR FB CLASSIC - TRAVIS JORDAN	75.00	
				<b>Vendor Total: 75.00</b>
OAKLAND-CRAIG HIGH SCHOOL	DIST GOLF 5-13- 19	DISTRICT GOLF ENTRY FEE 5- 13-19	100.00	
OAKLAND-CRAIG HIGH SCHOOL	G BB Camp	G BB Camp	175.00	
				<b>Vendor Total: 275.00</b>
PASOLD, KENZIE	TARGET 5-2-19	CANDY & SPEAKERS	119.02	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>119.02</b>
PIZZA HUT OF MADISON	295430 TICKET #1	PIZZA - 4-16-19	180.80	
			<b>Vendor Total:</b>	<b>180.80</b>
SANCHEZ, MONICA	SOCCER MEAL 4-23-19	SOCCER TEAM MEAL 4-23-19	59.18	
			<b>Vendor Total:</b>	<b>59.18</b>
SHELBY-RISING CITY HIGH SCHOOL	G BB Camp	G BB Camp	175.00	
			<b>Vendor Total:</b>	<b>175.00</b>
STANTON COMMUNITY SCHOOLS	GOLF INVITE 5-3-19	STANTON GOLF INVITE 5-3-19	100.00	
			<b>Vendor Total:</b>	<b>100.00</b>
SUPER 8 OMAHA WEST DODGE	015-971612	State Track - room 86628EC000556	119.99	
SUPER 8 OMAHA WEST DODGE	911-689986	State Track - rooms 86628EC000557	119.99	
			<b>Vendor Total:</b>	<b>239.98</b>
SUPERIOR BOYS BASKETBALL	TEAM CAMP 2019	B BB TEAM CAMP	300.00	
			<b>Vendor Total:</b>	<b>300.00</b>
SYDEX, LLC	27041	ONLINE MEET ENTRIES PROGRAM	84.00	
			<b>Vendor Total:</b>	<b>84.00</b>
SYSCO LINCOLN	261448501	SUPPLIES-TRAYS	40.98	
			<b>Vendor Total:</b>	<b>40.98</b>
TO A T DECORATING	2020 PROM	DEPOSIT-PROM 2020 DECORATING	1,000.00	
			<b>Vendor Total:</b>	<b>1,000.00</b>
U S AWARDS	57835	NSAA ACADEMIC ALL STATE PATCH	114.02	
			<b>Vendor Total:</b>	<b>114.02</b>
UHOP ENTERTAINMENT LLC	1328	INFLATABLE OBSTACLE COURSE	230.00	
			<b>Vendor Total:</b>	<b>230.00</b>
UNDER ARMOUR	HUSTLE 3.0 BACKPACK	UA HUSTLE 3.0 BACKPACK	132.36	
UNDER ARMOUR	P-169-1075-9544	BACKPACKS	0.00	
UNDER ARMOUR	P-169-1075-9544	BACKPACKS	0.00	
	1			
			<b>Vendor Total:</b>	<b>132.36</b>
VERNIER SOFTWARE & TECHNOLOGY	5331943	LABQUEST2 - FARMLAND GRANT	344.33	
			<b>Vendor Total:</b>	<b>344.33</b>
WESTBROOK LANES	BOWLING 5-22-19	EOY BOWLING 5-22-19	165.29	
			<b>Vendor Total:</b>	<b>165.29</b>
WILD ROOTS GREENHOUSE & MARKET	63	PLANTS & FLOWERS FOR GREENHOUSE	1,316.09	
			<b>Vendor Total:</b>	<b>1,316.09</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
WINNERS' CIRCLE	51735	B BB AWARDS	186.15	
WINNERS' CIRCLE	51861	EOY ATHLETIC AWARDS	100.50	
WINNERS' CIRCLE	51886	BOOSTER CLUB MEMBER OF THE YEAR	22.00	
WINNERS' CIRCLE	51887	EOY ATHLETIC AWARDS	191.64	
		<b>Vendor Total:</b>		<b>500.29</b>
WISNER-PILGER SCHOOLS	MS TRACK 4-29- 19	MS TRACK INVITE 4-29-19	125.00	
		<b>Vendor Total:</b>		<b>125.00</b>
YMCA	MHS B BB SUMMER B BB SUMMER LEAG	LEAGUE	300.00	
		<b>Vendor Total:</b>		<b>300.00</b>
		<b>Fund Total:</b>		<b>29,079.57</b>
		<b>Checking Account Total:</b>		<b>29,079.57</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
<b>Checking</b>	<b>06</b>	<b>Fund: 06 SCHOOL NUTRITION FUND</b>	
APPEARA	0418055		44.84
APPEARA	0422416		46.00
<b>Vendor Total:</b>			<b>90.84</b>
COMPUTER INFORMATION CONCEPTS	PS128906	RENEWAL - FOOD SERVICE SOFTWARE	1,044.00
<b>Vendor Total:</b>			<b>1,044.00</b>
EARTHGRAINS BAKING CO. INC.	54330621455	BREAD	60.00
EARTHGRAINS BAKING CO. INC.	54330621509	BREAD	85.00
EARTHGRAINS BAKING CO. INC.	54330621548	BREAD	54.00
EARTHGRAINS BAKING CO. INC.	54330621549	BREAD	48.00
EARTHGRAINS BAKING CO. INC.	54330621586	BREAD	57.80
EARTHGRAINS BAKING CO. INC.	54330621632	BREAD	54.00
EARTHGRAINS BAKING CO. INC.	54330621633	BREAD	48.00
EARTHGRAINS BAKING CO. INC.	54330621690	BREAD	54.00
EARTHGRAINS BAKING CO. INC.	54330621691	BREAD	48.00
EARTHGRAINS BAKING CO. INC.	54330621812	BREAD	224.00
EARTHGRAINS BAKING CO. INC.	54330621813	BREAD	133.00
<b>Vendor Total:</b>			<b>865.80</b>
EGAN SUPPLY CO.	298964	DISHWASHER SUPPLIES *	409.14
<b>Vendor Total:</b>			<b>409.14</b>
FOOD DISTRIBUTION PROGRAM	29085	COMMODITIES	2,176.59
FOOD DISTRIBUTION PROGRAM	29223	COMMODITIES	1,720.05
<b>Vendor Total:</b>			<b>3,896.64</b>
HILAND DAIRY FOODS	336171	MILK	175.60
HILAND DAIRY FOODS	336172	MILK	212.35
HILAND DAIRY FOODS	336234	MILK	172.44
HILAND DAIRY FOODS	336235	MILK	180.94
HILAND DAIRY FOODS	336303	MILK	175.92
HILAND DAIRY FOODS	336304	MILK	186.36
HILAND DAIRY FOODS	336360	MILK	138.19
HILAND DAIRY FOODS	336361	MILK	104.27
HILAND DAIRY FOODS	336422	MILK	173.09
HILAND DAIRY FOODS	336423	MILK	181.59
HILAND DAIRY FOODS	336555	MILK	234.86
HILAND DAIRY FOODS	336556	MILK	175.27
HILAND DAIRY FOODS	336610	MILK	246.92
HILAND DAIRY FOODS	336611	MILK	209.84
HILAND DAIRY FOODS	336680	MILK	164.18
HILAND DAIRY FOODS	336681	MILK	163.86
HILAND DAIRY FOODS	9000533	MILK	68.40
<b>Vendor Total:</b>			<b>2,964.08</b>
HOBART SALES & SERVICE	OC83066	ELEM DISHWASHER REPAIR	549.59
<b>Vendor Total:</b>			<b>549.59</b>
MAJOR REFRIGERATION	IC02045	REPAIR-UPRIGHT COOLER	232.50
<b>Vendor Total:</b>			<b>232.50</b>
MPS GENERAL FUND	APRIL 2019 SALARIES	APRIL 2019 SALARIES	17,521.69

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>17,521.69</b>
NEBRASKA SCHOOL NUTRITION ASSOCIATION	STATE CONF REGISTER	Annual State Conference	270.00	
			<b>Vendor Total:</b>	<b>270.00</b>
SYSCO LINCOLN	261434077	FOOD/SUPPLIES	785.01	
SYSCO LINCOLN	2614344076	FOOD/SUPPLIES	1,677.07	
SYSCO LINCOLN	261437001	RETURN - FOOD	(10.63)	
SYSCO LINCOLN	261439162	RETURN-FOOD	(10.83)	
SYSCO LINCOLN	261443931	FOOD/SUPPLIES	1,359.54	
SYSCO LINCOLN	261443932	FOOD/SUPPLIES	590.90	
SYSCO LINCOLN	261457244	FOOD/SUPPLIES	804.80	
SYSCO LINCOLN	261457245	FOOD/SUPPLIES	670.01	
SYSCO LINCOLN	261465894	SUPPLIES	84.54	
SYSCO LINCOLN	261468747	FOOD/SUPPLIES	588.35	
SYSCO LINCOLN	261468748	FOOD/SUPPLIES	1,240.22	
SYSCO LINCOLN	261480600	FOOD/SUPPLIES	1,171.12	
SYSCO LINCOLN	261480601	FOOD/SUPPLIES	1,348.02	
			<b>Vendor Total:</b>	<b>10,298.12</b>
			<b>Fund Total:</b>	<b>38,142.40</b>
			<b>Checking Account Total:</b>	<b>38,142.40</b>

<u>Vendor Name</u>		<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>		12		
<b>Checking</b>	<b>12</b>	<b>Fund: 12</b>	<b>STUDENT FEE FUND</b>	
MPS ACTIVITY FUND		2018-19	2018-19 STUDENT FEE	6,540.00
		TRANSFER	TRANSFER TO ACTIVITY	
			<b>Vendor Total:</b>	<b>6,540.00</b>
			<b>Fund Total:</b>	<b>6,540.00</b>
			<b>Checking Account Total:</b>	<b>6,540.00</b>

## ***June Board Meeting***

### **Depreciation fund**

DWB, INC-\$3,974.80

### **Special Building fund**

DWB, INC-\$182,871.20

DWB, INC-\$182,352.50

DWB, INC-\$10,556.30

DWB, INC-\$13,000.10

MID-STATE Engineering & Testing, INC-\$2,556.50

Fakler Architects, LLC-\$508.08

Five Points Bank-\$59,835.61

**September Board Meeting**

**Special Building fund**

Madison Jr Wrestling Assoc.-\$20,000.00

Fakler Architects, LLC-\$87,000.00

Stuppy-\$828.00

**Depreciation fund**

DWB, Inc.-\$2,835.90

**Qualified Capital Purpose fund**

BOK Financial-\$10,129.28

**October Board Meeting**

**Special Building fund**

Fakler Architects, LLC-\$29,000.00

**November Board Meeting**

**Special Building fund**

Stuppy-\$12,500.00

**Depreciation fund**

DWB, Inc.-\$14,065.20

**Bond fund**

BOK Financial-\$186,110.00

**January Board Meeting**

**Special Building fund**

Fakler Architects-\$31,500.20

**Qualified Capital Purpose fund**

Wells Fargo-\$1,251.24

**February Board Meeting**

**Special Building fund**

DWB, INC-\$39,155.20

**Depreciation fund**

DWB, INC-\$2074.80

Schroeter Tree Transplanting-\$325.00

Heartland Communications-\$5,000.00

**April Board Meeting**

**Depreciation fund**

Bauer Underground-\$3,229.50

McGraw Hill-\$72,616.38

**Special Building fund**

DWB, INC-\$112,755.50

**May Board Meeting**

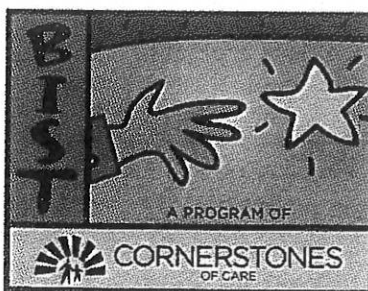
**Bond fund**

BOK Financial-\$19,460.00

**Special Building fund**

Fakler Architects, LLC-\$5,800.00

DWB, INC-\$188,271.95



## SERVICES AGREEMENT

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### COUNTERPARTY INFORMATION:

Name: Madison Public School  
Address: 700 South Kent  
City: Madison State: NE Zip: 68748  
Contact: Alan Ehlers Title: Superintendent  
Telephone: 402-454-3336 Email: aeblers@esu8.org

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### CORNERSTONES OF CARE INFORMATION:

Cornerstones of Care  
300 East 36<sup>th</sup> Street  
Kansas City, MO 64111

Contact name: Melissa Dorris Title: Vice President of Educational Programs  
Telephone: 816-508-3660 Fax: 816-508-3663 Email: Melissa.Dorris@cornerstonesofcare.org

Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).

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### SERVICES AND COMPENSATION:

The services to be performed ("Services") and the compensation to be paid under this Services Agreement are set forth on the attached document(s). Capitalized terms used in the attached document(s) will have the meanings assigned to them in this Services Agreement and the attached Terms and Conditions (collectively, including the attached document(s), "Agreement"), unless the context otherwise requires. If Cornerstones of Care is providing Services, it is referred to as "Contractor" and Counterparty is referred to as "Client" under this Agreement; if Cornerstones of Care is receiving Services, it is referred to as "Client" and Counterparty is referred to as "Contractor" under this Agreement.

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### AGREEMENT:

Client agrees to engage Contractor to perform the Services, and Contractor agrees to be so engaged and to perform the Services, in accordance with this Agreement.

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### SIGNATURES:

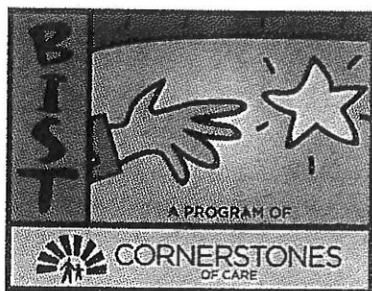
*By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement. If a person is signing below on behalf of an entity or another person, the person signing has been properly authorized and empowered to sign this Agreement on behalf of that entity or other person and to bind that entity or other person to this Agreement.*

#### COUNTERPARTY

By:  
Name:  
Title:  
Date:

#### CORNERSTONES OF CARE

By: *Melissa Dorris*  
Name: Melissa Dorris  
Title: Vice President of Educational Programs  
Date: 04/18/2019



## ATTACHMENT TO SERVICES AGREEMENT

### *B.I.S.T. services for the 2019–2020 school year*

Services: Cornerstones of Care will provide training to teachers of the Counterparty in managing behavioral expectations involving students of the Counterparty.

Compensation: Counterparty will pay \$\_\_13,000.00 to Cornerstones of Care for the Services.

Invoices are payable within 30 days of receipt of invoice.  
Invoices will be sent: (please select from the options below)

- Semi-Annually: Invoices to be sent prior to the school year on July 1<sup>st</sup> and again January 1<sup>st</sup>
- Annually: Invoice to be sent prior to the school year on July 1<sup>st</sup>

Other: During the term of the Agreement and for two years after the termination of the Agreement, except with the written consent of Cornerstones of Care, Counterparty will not, directly or indirectly, employ or otherwise contract with any employee of Cornerstones of Care who provided Services to the Counterparty during the term of the Agreement, where the duties of such Cornerstones of Care employee included providing Services to Counterparty.

## SERVICES AGREEMENT TERMS AND CONDITIONS

### SECTION 1. SERVICES.

1.1 Independent Contractor Status. Contractor is an independent contractor under this Agreement, and nothing herein creates, or will be construed to create, a partnership, joint venture, employer/employee or agency relationship between Contractor and Client. Neither party will have the power or authority to enter into agreements of any kind on behalf of the other party, or to otherwise bind or obligate the other party in any manner to any third party.

1.2 Method of Performance. Contractor will have the right to determine the method and means of performing the Services. Client will be entitled, however, to exercise general power of supervision and control over the Services performed by Contractor and to inspect and approve the Services. Contractor agrees to follow all reasonable suggestions or recommendations made by Client with respect to the performance of the Services.

1.3 Taxes. Contractor will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from Client to Contractor for Services performed. Contractor further acknowledges and agrees that Contractor is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA, and will not be entitled to workers' compensation or other insurance protection or benefits provided by Client.

1.4 Records Retention. Contractor will maintain complete and accurate records regarding Services performed and associated transactions, and will retain those records for at least two years after completion of those Services and those transactions or the length of time as may be required by applicable law, whichever period is longer.

### SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.

2.1 Compensation. In consideration of the Services performed, Client will pay Contractor compensation in the amount, and payable at the times and in the manner, set forth in the Services Agreement.

2.2 Reimbursement of Expenses. Client will not be obligated to reimburse Contractor for or pay any charge, cost or expense incurred by Contractor in connection with its performance of Services, exercise of its rights or performance of its obligations under this Agreement, or otherwise performing hereunder, unless specifically set forth in this Agreement.

2.3 Invoices. Contractor will submit to Client invoices for Services rendered on a periodic basis as set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices by Contractor, invoices will be submitted annually. The invoices must describe the Services performed and will list all reimbursable charges, expenses and costs on a pass-through basis. Contractor must include receipts or other appropriate documentation for the reimbursable charges, expenses and costs with the invoices or reimbursement may be denied. Invoices are payable within 30 days of receipt of invoice.

### SECTION 4. TERM AND TERMINATION OF AGREEMENT.

4.1. Term and Termination. This Agreement will be effective the later of the parties' signature dates to the Services Agreement.

Termination upon Breach. Notwithstanding Section 4.1, either party may terminate this Agreement upon written notice to the other party in the event that the other party (a) materially breaches any obligation hereunder and fails to cure that breach within 10 days after written notice of the breach, or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy,

receivership, reorganization or assignment for the benefit of creditors.

4.2 Effect of Termination. Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 1.4, 4.3, 5, 6, 7, 8 and 9, all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration.

### SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants and covenants to Client as follows:

5.1 Performance. All Services performed by Contractor will be performed in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted industry standards.

5.2 No Infringement. To Contractor's knowledge, no Work Product (as defined below) will infringe the rights of any third party under applicable law.

5.3 No Conflict. Contractor's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

5.4 Compliance. Contractor will observe and comply with applicable law that may apply to its performance of the Services.

5.5 Power and Authority; Binding Agreement. Contractor has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. If applicable, the individual signing this Agreement on behalf of Contractor has been properly authorized and empowered to enter into, and bind Contractor to, this Agreement.

5.6 Insurance. Contractor will procure and maintain in effect (a) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Services, and (b) comprehensive general liability insurance, including contractual liability, with coverage limits that are consistent with those typically maintained by comparable businesses in Contractor's industry performing similar services.

### SECTION 6. CONFIDENTIALITY.

Contractor will treat as confidential the Work Product and any information which may be disclosed, provided or made accessible by Client under this Agreement ("Confidential Information"). Without the express written consent of Client, Contractor will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement. Notwithstanding the foregoing, Confidential Information does not include, and this Agreement imposes no obligation upon Contractor with respect to, information that Contractor demonstrates (a) was in Contractor's possession on a non-confidential basis before receipt from Client or any of its nonparty affiliates, (b) has become generally available to the public other than as a result of disclosure by Contractor or any of its nonparty affiliates, (c) has become available to Contractor on a non-confidential basis from a source other than Client or any of its nonparty affiliates, provided that the source is not known by Contractor or any of its nonparty affiliates to be bound by a confidentiality agreement with Client or any of its nonparty affiliates, or otherwise prohibited from transmitting the information to Contractor by a contractual, legal, fiduciary or other obligation,

or (d) which is required to be disclosed by judicial or administrative process, provided Contractor must promptly notify Client and allow Client a reasonable time to oppose that process, if appropriate, in the sole discretion of Client.

#### SECTION 7. WARRANTY DISCLAIMERS AND EXCLUSION OF LIABILITY.

CONTRACTOR PROVIDES THE SERVICES SOLELY ON AN "AS-IS" BASIS. CONTRACTOR MAKES NO EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND UNDER THIS AGREEMENT AND CONTRACTOR HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF QUALITY, ACCURACY, COMPLETENESS, TIMELINESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND WORK PRODUCT (AS DEFINED BELOW.) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN THOUGH ADVISED OR OTHERWISE AWARE OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE ACTUAL AMOUNT PAID AND OWED BY CLIENT TO CONTRACTOR HEREUNDER.

#### SECTION 8. CLIENT PROPERTY.

8.1 Work Product. All work product resulting or derived from, or made in the course of performance of the Services, including any invention, research results, software program, and written material (collectively, "Work Product"), will be considered "work for hire" and, unless already in the public domain, all right, title, ownership and interest in items of Work Product will be vested exclusively in Client. Contractor will promptly execute any and all documents and instruments as may be necessary to evidence, protect, perfect or otherwise confirm Client's rights hereunder in respect of Work Product.

8.2 Other Client Property. Any and all equipment, tools, materials, records and data furnished to Contractor by Client in connection with the provision of Services by Contractor and any and all materials, records and data containing Confidential Information, including in each case all copies thereof regardless of form, format or medium (collectively, "Other Client Property"), are and will remain the sole property of Client.

#### SECTION 9. GENERAL PROVISIONS.

9.1 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, permitted assigns, heirs and personal representatives. Contractor may not assign, delegate or transfer to any third party any of its rights or obligations hereunder without the prior written consent of Client.

9.2 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors, permitted assigns, heirs and personal representatives and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.

9.3 No Exclusive Agreement. This is not an exclusive agreement. Client is free to engage others, and Contractor is free to accept engagement by others, to provide services the same as or similar to the Services.

9.4 Governing Law. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to principles of conflicts of law.

9.5 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered in person; by overnight courier service, upon written confirmation of receipt; by certified or registered mail, with proof of delivery; or by email, with confirmation of receipt, using the recipient party's address,

facsimile number or email address set forth in the Services Agreement. A party may change its address or email address by notice to the other party in accordance with this section.

9.6 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. If any provision contained in the Services Agreement conflicts with any provision contained in these Terms and Conditions, the provision contained in the Services Agreement will govern.

9.7 Amendment. This Agreement may be amended and the terms hereof may be waived only by a written instrument signed by Client and Contractor or, in the case of a waiver, by the party waiving compliance.

9.8 No Waiver. No failure or delay by any party in exercising any right, power, or privilege hereunder will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power, or privilege will preclude the further or full exercise thereof.

9.9 Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

9.10 Remedies. Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

9.11 Publicity. Contractor will not use any Client trademark, name or logo in any publicity release, advertising or other promotional activity without the prior written consent of Client.

9.12 Consent to Conduct Business Electronically. Either or both parties may use electronic records and electronic signatures for the execution and delivery of this Agreement and in connection with the matters contemplated by this Agreement. Except as otherwise specifically set forth in this Agreement, the parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement.

9.13 Construction; Additional Definitions. In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise: (a) all captions, headings and similar terms are for convenience of reference only; (b) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole; (c) terms used in the plural include the singular and the masculine gender includes the feminine, in each case vice versa; (d) reference to any document means the document as amended or modified and as in effect from time to time; (e) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation"; (f) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all", respectively; (g) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement; (h) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded; (i) "law" means any foreign, federal, state or local law (including common law), statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; (j) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private); (k) "party" and "parties" means each or all, as appropriate, of the persons who have executed and delivered this Agreement; (l) "person" means any individual,

sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority; and (m) "nonparty affiliates" means, with respect to a party, the affiliates and the members, partners, stockholders, trustees, directors, managers, officers, employees, consultants, advisors representatives, agents and subcontractors, as applicable, of that party and its affiliates. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Present, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 6

- 1: Call the meeting to order
  - 1.1 Roll Call
  - 1.2 Pledge of Allegiance
  - 1.3 Open Meetings Act
  - 1.4 Madison Public Schools Mission Statement

2: Consent Agenda

Motion to approve consent agenda items 2.1, 2.2, 2.3 & 2.4 as presented. Passed with a motion by Steve Ruh and a second by Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay:0

Acadience Dynamic Measurement Group	Services	219.00
Advance Education Inc	Accreditation Fees	3,600.00
Albracht Disposal Service	Trash removal	325.00
Amazon.Com Credit	Supplies	1,764.19
Appearra	Supplies	55.02
Apple Computer, Inc.	Supplies	20,384.00
Assetgenie, Inc. DBA Ag Irepair	Computer repairs	882.00
B.E. Publishing	Teaching Supplies-Perkins Grant	1,688.45
Barnhill Piano Tuning	Tuning	95.00
BCN	Telephone services	113.81
Brady & Amy's	Fuel	3,398.98
Trisha Braithwait	Reimbursement	27.37
Brandl Electric	Repairs & Maintenance	155.22
Buck's Septic Pumping	Restroom rental	89.00
Burrito King	Education Quest Event	625.00
Cable One	Rental Box	22.24
CCS Presentation Systems	Supplies	10,137.50
Central Nebraska Rehab Services	Services	2,261.80
Choice Foods	Fuel	62.25
City of Madison	Utilities	1,386.10
Colonial Research Chemical	Supplies	139.10
Computer Information Concepts	Renewal	6,202.00
Dent Specialists	Vehicle Repairs & Snow Removal	280.45
Eakes Office Solutions	Supplies	170.93
Ecolab Pest Elimination Division	Pest control	81.85
Educational Service Unit #1	Workshop	100.00
Education Service Unit #8	SpEd Services	40,704.59
Eisenmann Supplies	Supplies	39.93
Federal Express Corporation	Shipments	45.08
Field's Hardware	Supplies	88.88
Floor Maintenance	Supplies	630.70
Frauendorfer, Lori	Reimbursement	19.80
Frontier	Phone services	678.53
Genesis Technologies Inc.	Supplies	2,500.00
GPS, Inc.	Meals	249.04
Great America Financial Services Corp	Copier Lease	5,458.34
Hampton Inn – Kearney	Conference Lodging	379.26

Harris	Software Renewal	703.49
Hireright LLC Inc.	Background Services	62.80
HyVee Food Stores, Inc.	Supplies	35.13
HyVee Food Stores, Inc.	Supplies	125.26
Instrumentalist Awards LLC	Supplies	93.50
Jackson Services	Supplies	93.80
Ken's Band Instrument Repair	Instrument Repairs	106.00
Knapp, Christine	Reimbursement	30.40
KSB School Law	Legal Fees	2,006.50
Madison County Clerk	Election Costs	184.97
Menards – Norfolk	Supplies	2,040.90
Midwest Music Center (Barnhill Enterprises)	Supplies	24.00
MPS Activity Fund	Reimbursement & Transfer	28,492.00
MPS Lunch Fund	Reimbursement & Transfer	12,092.83
National Association of School Nurses	Membership	250.00
Nebraska Council of School Administrators	Membership	2,915.00
Nebraska Public Health Environmental Lab	Water Testing	15.00
Norfolk Daily News	Subscriptions	330.00
Northeast Nebraska Juvenile Services	April 2019	5,006.78
Per Mar Security Services	Contracted services	336.00
Pizza Hut of Madison	Food	61.99
Resources for Educators	Subscription	354.00
Scott Electric	Supplies	8.00
Short Stop	Fuel	106.58
Surber, Alina	Reimbursement	80.86
Troxell Communications	Supplies	72.91
TWD Lock, Safe & Key	Supplies	53.50
Twin River School	Art Show Fees	18.00
US Bank Cardmember Services	Supplies	4,881.26
Walmart Community	Supplies	180.96
Water Engineering Inc.	Water Services	425.04
Wingate by Wyndham	Conference Lodging	299.85

### 3: Public forum

3.1 Report from AdvancED state representative Shannon Vogler.

### 4: Administrator and other reports

- 4.1 Athletic Director report
- 4.2 Elementary Principal's report
- 4.3 Middle School Principal's report
- 4.4 Secondary Principal's report
- 4.5 Superintendent's report

### 5: Board Committee Reports/Meeting dates

### 6: Action Items

7: Consider and act upon the proposed Settlement Agreement and Release regarding Adele Anderson's employment by Madison Public Schools.

Motion to approve the proposed Settlement Agreement and Release regarding Adele Anderson's employment and that the board president be empowered by the board to sign the agreement. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Nay, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 1

8: Discuss, consider, and take all necessary action to approve a Life-Time activity pass to all Madison regular season home activities to Corrine Dupsky for her years of service for Madison Public Schools.

Motion to approve a Life-time activity pass to Corrine Dupsky. Passed with a motion by Steve Ruh and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

9: Discuss, consider and take all necessary action to approve contracts.

Motion to approve teaching contracts for the 2019-20 school year. Passed with a motion by Jim Knapp and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

10: Discuss, consider, and take all necessary action to approve Board policy 4044 as presented with suggested changes.

Motion to adopt policy 4044 as reviewed by the policy committee. Passed with a motion by Kate Ebeling and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

11: Discuss, consider, and take all necessary action for Kolby Johnson and sponsor Mr. Fite to attend the National History Day event.

Motion to allow Mr. Fite and Kolby Johnson to attend the National History Day event with cost provided by the district. Passed with a motion by Deb Neidig and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

12: Discuss, consider, and take all necessary action to approve changes on master calendar for 2019-20.

Motion to approve the 2019-20 master calendar with suggested changes. Passed with a motion by Deb Neidig and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

13: Discuss, consider, and take all necessary action to have 3-4 Middle School Team members attend the Ron Clark Academy in Atlanta, Georgia.

Motion to approve having 3-4 Middle School Team members attend the Ron Clark Academy in Atlanta, Georgia. Passed with a motion by Deb Neidig and a second by Steve Ruh. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

14: Discuss, consider, and take all necessary action on school lunch and breakfast prices for the 2019-20 school year.

Motion to approve an increase of \$0.05 cents each on school breakfast and lunch prices for the 2019-20 school year. Passed with a motion by Jim Reeves and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

15: Discuss, consider, and take all necessary action to approve the job description for the School Nurse and the Intervention Project Manager (IPM).

Motion to approve the job descriptions for the School Nurse and Intervention Project Manager. Passed with a motion by Steve Ruh and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

16: Discuss, consider, and take all necessary action to appoint Patti Reigle as Board Treasurer starting on June 1, 2019.

Motion to approve appointing Patti Reigle as Board Treasurer starting on June 1, 2019. Passed with a motion by Jim Knapp and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

17: Discuss, consider, and take all necessary action on the 2019-20 Student handbooks.

Motion to approve Student handbooks for 2019-20. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

18: Discuss, consider, and take all necessary action on annual transfers from the General Fund to the Athletic Fund and Lunch funds.

Motion to approve the transfer of \$28,000 to the Activity Fund and \$12,000 into the Lunch Fund. Passed with a motion by Steve Ruh and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

19: Topics for next month's Board of Education meeting

18: Adjournment

Motion to adjourn at 8:53 PM. Passed with a motion by Steve Ruh and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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President

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Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	1			
Checking	1	Fund: 01 GENERAL FUND		
A TO Z VAC.N.SEW	2094	SUPPLIES	136.85	
A TO Z VAC.N.SEW	2095	SUPPLIES	34.95	
A TO Z VAC.N.SEW	2096	EQUIPMENT	2,128.95	
A TO Z VAC.N.SEW	2101	SUPPLIES	54.95	
		<b>Vendor Total:</b>		<b>2,355.70</b>
ADVANCE EDUCATION INC	00115209	ACCREDITATION FEES	3,207.67	
ADVANCE EDUCATION INC	00121597	ENGAGEMENT REVIEW FEE	3,500.00	
		<b>Vendor Total:</b>		<b>6,707.67</b>
ALPHA WORKFORCE HEALTH	9734	DOT PHYSICAL	65.00	
		<b>Vendor Total:</b>		<b>65.00</b>
AMAZON.COM CREDIT	453335878365	SUPPLIES	279.98	
AMAZON.COM CREDIT	465594535989	SUPPLIES	305.35	
AMAZON.COM CREDIT	539449794544	SUPPLIES	12.49	
AMAZON.COM CREDIT	868488433554	SUPPLIES	12.49	
AMAZON.COM CREDIT	995474534899	SUPPLIES	24.98	
		<b>Vendor Total:</b>		<b>635.29</b>
APPEARA	0431114	SUPPLIES	27.51	
		<b>Vendor Total:</b>		<b>27.51</b>
APPLE COMPUTER, INC.	AA18560301	REPAIRS	49.00	
APPLE COMPUTER, INC.	AA18955174	SUPPLIES	966.00	
		<b>Vendor Total:</b>		<b>1,015.00</b>
ASSETGENIE, INC DBA AG IREPAIR	1396040	COMPUTER DAMAGES	119.00	
		<b>Vendor Total:</b>		<b>119.00</b>
BATTLE CREEK PUBLIC SCHOOLS	05/23/19	SPED SERVICES	2,090.00	
		<b>Vendor Total:</b>		<b>2,090.00</b>
BCN	22727574	TELEPHONE SERVICES	142.03	
		<b>Vendor Total:</b>		<b>142.03</b>
BIG COUNTRY AUTO	66104	REPAIRS & MAINTENANCE	102.16	
BIG COUNTRY AUTO	66117	VAN INSPECTION	37.45	
BIG COUNTRY AUTO	66317	REPAIRS & MAINTENANCE	38.45	
BIG COUNTRY AUTO	66320	VEHICLE REPAIRS	38.45	
		<b>Vendor Total:</b>		<b>216.51</b>
BINSWANGER GLASS	W580083899	SUPPLIES	50.49	
		<b>Vendor Total:</b>		<b>50.49</b>
BLICK CLASSROOM ART	1583137	SUPPLIES	46.03	
BLICK CLASSROOM ART	1583750	SUPPLIES	57.18	
		<b>Vendor Total:</b>		<b>103.21</b>
BRADY & AMY'S	0519 RECEIPTS	FUEL	114.72	
		<b>Vendor Total:</b>		<b>114.72</b>
BRANDL ELECTRIC	11061	REPAIR & MAINTENANCE	55.00	
		<b>Vendor Total:</b>		<b>55.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
BSN SPORTS, LLC	905347385	SUPPLIES	165.03	
		<b>Vendor Total:</b>		<b>165.03</b>
CABLE ONE	0519 STMT	CABLE BOX RENTAL	22.24	
		<b>Vendor Total:</b>		<b>22.24</b>
CCS PRESENTATION SYSTEMS	IN000808	SUPPLIES	598.00	
CCS PRESENTATION SYSTEMS	IN000809	SUPPLIES	897.00	
		<b>Vendor Total:</b>		<b>1,495.00</b>
CENTERPOINT ENERGY SERVICES, INC.	3684923	NATURAL GAS	5,038.19	
CENTERPOINT ENERGY SERVICES, INC.	3725943	NATURAL GAS	2,923.78	
		<b>Vendor Total:</b>		<b>7,961.97</b>
CENTRAL NEBRASKA REHAB SERVICES	05/09/19	CONTRACTED SERVICES	2,831.60	
		<b>Vendor Total:</b>		<b>2,831.60</b>
CHOICE FOODS	0519 STMT	FUEL & SUPPLIES	436.60	
		<b>Vendor Total:</b>		<b>436.60</b>
CITY OF MADISON	0419 70650	UTILITIES	1,918.78	
CITY OF MADISON	0419 70700	UTILITIES	3,849.17	
CITY OF MADISON	0519 50400	UTILITIES	571.09	
CITY OF MADISON	0519 50670	UTILITIES	128.14	
CITY OF MADISON	0519 50675	UTILITIES	85.00	
CITY OF MADISON	0519 70650	UTILITIES	3,990.43	
CITY OF MADISON	0519 70700	UTILITIES	8,003.97	
		<b>Vendor Total:</b>		<b>18,546.58</b>
COLONIAL RESEARCH CHEMICAL	143498	SUPPLIES	1,317.00	
COLONIAL RESEARCH CHEMICAL	143528	SUPPLIES	1,032.00	
		<b>Vendor Total:</b>		<b>2,349.00</b>
EAKES OFFICE SOLUTIONS	7781198-0	SUPPLIES	76.56	
EAKES OFFICE SOLUTIONS	7785558-0	SUPPLIES	28.99	
		<b>Vendor Total:</b>		<b>105.55</b>
ECOLAB PEST ELIMINATION DIVISION	6958061	PEST CONTROL	81.85	
		<b>Vendor Total:</b>		<b>81.85</b>
EDUCATIONAL SERVICE UNIT #1	R108614	WORKSHOP REGISTRATIONS	60.00	
		<b>Vendor Total:</b>		<b>60.00</b>
EDUCATIONAL SERVICE UNIT #8	INV-005353	SUBSCRIPTION	2,250.00	
EDUCATIONAL SERVICE UNIT #8	INV-005361/INV005383	LICENSE RENEWAL	2,576.00	
		<b>Vendor Total:</b>		<b>4,826.00</b>
EGAN SUPPLY CO.	296827	SUPPLIES	28.34	
		<b>Vendor Total:</b>		<b>28.34</b>
EHLERS, DENISE	0519 REIMBURSEMENT	REIMBURSEMENT	57.50	
		<b>Vendor Total:</b>		<b>57.50</b>
EHRISMAN, REID	0519	REIMBURSEMENT	41.90	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
	REIMBURSEMENT			<b>Vendor Total: 41.90</b>
ELLER HEATING & AIR CONDITIONING	190514-07	REPAIRS & MAINTENANCE	827.77	
ELLER HEATING & AIR CONDITIONING	190514-08	REPAIRS & MAINTENANCE	108.00	
				<b>Vendor Total: 935.77</b>
ENGELMANN, JULIE	0519 REIMBURSEMENT	REIMBURSEMENT	43.69	
				<b>Vendor Total: 43.69</b>
FEDERAL EXPRESS CORPORATION	6-546-51165	SHIPMENTS	62.30	
				<b>Vendor Total: 62.30</b>
FIELDS HARDWARE	0519 STMT	SUPPLIES	166.02	
				<b>Vendor Total: 166.02</b>
FLINN SCIENTIFIC, INC.	2346949	SUPPLIES	5.13	
				<b>Vendor Total: 5.13</b>
FLOOR MAINTENANCE	033205	SUPPLIES	2,332.00	
FLOOR MAINTENANCE	033380	SUPPLIES	12.38	
FLOOR MAINTENANCE	033412	SUPPLIES	94.14	
				<b>Vendor Total: 2,438.52</b>
FRAUENDORFER, LORI	0519 MILEAGE	REIMBURSEMENT	33.00	
				<b>Vendor Total: 33.00</b>
FREUDENBURG, JAYNE	0519 CAKE	CAKE	40.00	
				<b>Vendor Total: 40.00</b>
FRONTIER	0519 STMT	PHONE SERVICES	678.53	
				<b>Vendor Total: 678.53</b>
GREATAMERICA FINANCIAL SERVICES CORPORATION	24868363	COPIER LEASE	3,172.99	
				<b>Vendor Total: 3,172.99</b>
GUARANTEED LAWN CARE	5304	LAWN CARE	4,815.00	
GUARANTEED LAWN CARE	5338	LAWN CARE	75.00	
				<b>Vendor Total: 4,890.00</b>
HIATT, LARRY	0519 REVIEW	SAFETY REVIEW	380.00	
				<b>Vendor Total: 380.00</b>
HY-VEE FOOD STORES, INC	51419	SUPPLIES	315.00	
				<b>Vendor Total: 315.00</b>
IXL LEARNING	S348595	TEACHING SUPPLIES	539.00	
				<b>Vendor Total: 539.00</b>
JACKSON SERVICES	4076309	SUPPLIES	54.20	
JACKSON SERVICES	4076310	SUPPLIES	39.60	
				<b>Vendor Total: 93.80</b>
JONES, VICKY	0519 REIMBURSEMENT	REIMBURSEMENT	11.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>11.00</b>
KEN'S BAND INSTRUMENT REPAIR	2019-000384	INSTRUMENT REPAIR	12.00	
KEN'S BAND INSTRUMENT REPAIR	2019-000411	INSTRUMENT REPAIR	7.75	
			<b>Vendor Total:</b>	<b>19.75</b>
KSB SCHOOL LAW	6288	LEGAL FEES	724.50	
			<b>Vendor Total:</b>	<b>724.50</b>
KUSH, KARLA	0519 REIMBURSEMENT	REIMBURSEMENT	65.53	
			<b>Vendor Total:</b>	<b>65.53</b>
MADISON STAR MAIL	0519 STMT	PUBLICATIONS	357.19	
			<b>Vendor Total:</b>	<b>357.19</b>
MENARDS - NORFOLK	64642	SUPPLIES	71.10	
			<b>Vendor Total:</b>	<b>71.10</b>
MIDTOWN HEALTH CENTER	MPS ELEMEN. APRIL 19	CONTRACTED SERVICES	503.50	
MIDTOWN HEALTH CENTER	MPS ELEMEN. MAY 19	CONTRACTED SERVICES	265.00	
MIDTOWN HEALTH CENTER	MPS MIDDLE APRIL 19	CONTRACTED SERVICES	238.50	
MIDTOWN HEALTH CENTER	MPS MIDDLE MAY 19	CONTRACTED SERVICES	291.50	
			<b>Vendor Total:</b>	<b>1,298.50</b>
MIDWEST MUSIC CENTER (Barnhill Enterprises)	190284	SUPPLIES	40.00	
			<b>Vendor Total:</b>	<b>40.00</b>
MPS ACTIVITY FUND	0519 REIMBURSEMENT	REIMBURSEMENT	8,784.84	
			<b>Vendor Total:</b>	<b>8,784.84</b>
MPS LUNCH FUND	100530	REIMBURSEMENT	136.80	
MPS LUNCH FUND	100531	REIMBURSEMENT	11.20	
MPS LUNCH FUND	100532	REIMBURSEMENT	16.80	
MPS LUNCH FUND	100533	REIMBURSEMENT	136.80	
MPS LUNCH FUND	100534	REIMBURSEMENT	82.26	
			<b>Vendor Total:</b>	<b>383.86</b>
NEBRASKA ESU COORDINATING COUNCIL	CRIS000547	REGISTRATION FEES	255.00	
			<b>Vendor Total:</b>	<b>255.00</b>
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	513315	WATER TESTING	15.00	
			<b>Vendor Total:</b>	<b>15.00</b>
NORTHWEST ELECTRIC, LLC.	0202901	SUPPLIES	8.14	
			<b>Vendor Total:</b>	<b>8.14</b>
O.L. SCHEER CO.	353052	SUPPLIES	18.48	
			<b>Vendor Total:</b>	<b>18.48</b>
PAPER 101	157736-00	SUPPLIES	452.44	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
PAPER 101	158887-00	SUPPLIES	5,020.80	
		<b>Vendor Total:</b>		<b>5,473.24</b>
PER MAR SECURITY SERVICES	2069613	CONTRACTED SERVICES	70.62	
		<b>Vendor Total:</b>		<b>70.62</b>
PFEIFER, JANET	0519 REIMBURSEMENT	REIMBURSEMENT	111.00	
		<b>Vendor Total:</b>		<b>111.00</b>
PYRAMID SCHOOL PRODUCTS	S1391418.001	SUPPLIES	99.54	
		<b>Vendor Total:</b>		<b>99.54</b>
QUILL CORPORATION	125092847	SUPPLIES	450.89	
		<b>Vendor Total:</b>		<b>450.89</b>
REALLY GOOD STUFF	6881175	TEACHING SUPPLIES	154.59	
		<b>Vendor Total:</b>		<b>154.59</b>
REIGLE IMPLEMENT CO., INC.	0021157	PROFESSIONAL SERVICES	181.20	
		<b>Vendor Total:</b>		<b>181.20</b>
RODRIGUEZ, LETICIA	0519 REIMBURSEMENT	REIMBURSEMENT	38.90	
		<b>Vendor Total:</b>		<b>38.90</b>
SCHEER'S ACE HARDWARE	353052	SUPPLIES	18.48	
SCHEER'S ACE HARDWARE	353224	SUPPLIES	9.00	
		<b>Vendor Total:</b>		<b>27.48</b>
SCHOOL HEALTH CORPORATION	3593351-00	SUPPLIES	17.58	
SCHOOL HEALTH CORPORATION	3593604-00	SUPPLIES	39.66	
		<b>Vendor Total:</b>		<b>57.24</b>
SECURITY SHREDDING SERVICES	14862	SHREDDING CONTAINERS	35.00	
		<b>Vendor Total:</b>		<b>35.00</b>
SHORT STOP, THE	0519 RECEIPTS	FUEL	1,602.87	
		<b>Vendor Total:</b>		<b>1,602.87</b>
SHOUTPOINT, INC	17984	CONTRACTED SERVICES	690.00	
		<b>Vendor Total:</b>		<b>690.00</b>
SUBSCRIPTION SERVICES OF AMER	9075011	SUBSCRIPTION	109.90	
		<b>Vendor Total:</b>		<b>109.90</b>
TEACHER SYNERGY, LLC (TPT)	90700624	BOOKS	148.91	
		<b>Vendor Total:</b>		<b>148.91</b>
TERNUS, JESSICA	0519 REIMBURSEMENT	REIMBURSEMENT	75.19	
		<b>Vendor Total:</b>		<b>75.19</b>
TRUCK CENTER COMPANIES, FREIGHTLINER	371449	REPAIRS & MAINTENANCE	1,201.75	
		<b>Vendor Total:</b>		<b>1,201.75</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
URIBE, ROSA	05/22/19	MIGRANT SUMMER SCHOOL SUPPLIES	43.80	
		<b>Vendor Total:</b>		<b>43.80</b>
US BANK CARDMEMBER SERVICES	0519 STMT	SUPPLIES	3,580.77	
		<b>Vendor Total:</b>		<b>3,580.77</b>
US CUTTER	1330153	SUPPLIES	596.90	
US CUTTER	1335035	SUPPLIES	105.19	
		<b>Vendor Total:</b>		<b>702.09</b>
VIRCO MFG. CORPORATION	1490033	SUPPLIES	298.76	
VIRCO MFG. CORPORATION	1490035	SUPPLIES	197.92	
		<b>Vendor Total:</b>		<b>496.68</b>
WALMART COMMUNITY	003374	SUPPLIES	86.58	
		<b>Vendor Total:</b>		<b>86.58</b>
WATER ENGINEERING INC	IN43795	WATER SERVICES	175.00	
WATER ENGINEERING INC	IN43876	WATER SERVICES	250.04	
		<b>Vendor Total:</b>		<b>425.04</b>
WINNERS' CIRCLE	51917	SUPPLIES	222.50	
		<b>Vendor Total:</b>		<b>222.50</b>
WOLTA, CASEY	0519 REIMBURSEMENT	REIMBURSEMENT	108.00	
		<b>Vendor Total:</b>		<b>108.00</b>
		<b>Fund Total:</b>		<b>94,746.71</b>
		<b>Checking Account Total:</b>		<b>94,746.71</b>

**MADISON PUBLIC SCHOOLS**  
**TREASURER'S REPORT**

May 31, 2019

**General Fund**

**BALANCE**

*Last year's balance*

Balance Forward as of	<u>April 30, 2019</u>				<b>\$1,788,629.62</b>	
Receipts		+	\$	1,023,146.68		
Expenditures		-	\$	643,608.63		
Balance as of	<u>May 31, 2019</u>				<b>\$2,168,167.67</b>	\$2,359,633.97

**Employee Benefit Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$13,184.14	
Receipts		+	\$	2,931.11		
Expenditures		-	\$	3,668.50		
Balance as of	<u>May 31, 2019</u>				<b>\$12,446.75</b>	\$11,234.46

**Petty Cash Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$2,465.86	
Receipts		+	\$	0.50		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2019</u>				<b>\$2,466.36</b>	\$1,329.19

**Total Assets for General Fund**

**\$2,183,080.78**

\$2,372,197.62

**Depreciation Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$840,048.96	
Receipts		+	\$	1,762.26		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2019</u>				<b>\$841,811.22</b>	\$632,046.52

**Bond Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$168,898.30	
Receipts		+	\$	6,623.23		
Expenditures		-	\$	19,460.00		
Balance as of	<u>May 31, 2019</u>				<b>\$156,061.53</b>	\$170,594.20

**Qualified Capital Purpose Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$427,115.67	
Receipts		+	\$	18,474.35		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2019</u>				<b>\$445,590.02</b>	\$398,071.23

**Special Building Fund**

Balance Forward as of	<u>April 30, 2019</u>				\$5,848,135.61	
Receipts		+	\$	180,167.20		
Expenditures		-	\$	194,071.95		
Balance as of	<u>May 31, 2019</u>				<b>\$5,834,230.86</b>	\$1,648,050.07

**Investment Checking**

Balance Forward as of	<u>April 30, 2019</u>				\$318,161.47	
Receipts		+	\$	667.44		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2019</u>				<b>\$318,828.91</b>	\$260,629.48



## ***June Board Meeting***

### **Depreciation fund**

DWB, INC-\$3,974.80

### **Special Building fund**

DWB, INC-\$182,871.20

DWB, INC-\$182,352.50

DWB, INC-\$10,556.30

DWB, INC-\$13,000.10

MID-STATE Engineering & Testing, INC-\$2,556.50

Fakler Architects, LLC-\$508.08

**September Board Meeting**

**Special Building fund**

Madison Jr Wrestling Assoc.-\$20,000.00

Fakler Architects, LLC-\$87,000.00

Stuppy-\$828.00

**Depreciation fund**

DWB, Inc.-\$2,835.90

**Qualified Capital Purpose fund**

BOK Financial-\$10,129.28

**October Board Meeting**

**Special Building fund**

Fakler Architects, LLC-\$29,000.00

**November Board Meeting**

**Special Building fund**

Stuppy-\$12,500.00

**Depreciation fund**

DWB, Inc.-\$14,065.20

**Bond fund**

BOK Financial-\$186,110.00

**January Board Meeting**

**Special Building fund**

Fakler Architects-\$31,500.20

**Qualified Capital Purpose fund**

Wells Fargo-\$1,251.24

**February Board Meeting**

**Special Building fund**

DWB, INC-\$39,155.20

**Depreciation fund**

DWB, INC-\$2074.80

Schroeter Tree Transplanting-\$325.00

Heartland Communications-\$5,000.00

**April Board Meeting**

**Depreciation fund**

Bauer Underground-\$3,229.50

McGraw Hill-\$72,616.38

**Special Building fund**

DWB, INC-\$112,755.50

**May Board Meeting**

**Bond fund**

BOK Financial-\$19,460.00

**Special Building fund**

Fakler Architects, LLC-\$5,800.00

DWB, INC-\$188,271.95

April Approved Bills

### Current Financial Position for Phase IV project

#### Special Building Fund

Project/requirement	Current Funds	Estimate Cost or Goal	Actual Cost
Gym and Locker rooms	\$3,912,547.00	\$3,592,191.00	<b>\$221,698.83</b>
Middle School Addition	\$1,757,203.00	\$1,678,133.00	<b>\$114,235.68</b>
Sprinklers	\$107,358.00	\$107,358.00	<b>\$15,972.43</b>
Lease Repayment	\$200,000.00		<b>\$25,575.90</b>
Working Capital	\$0.00		
Balance as of November 2018	\$5,869,750.00		
<b>Total</b>		<b>\$5,377,682.00</b>	<b>\$377,482.84</b>

#### Depreciation Fund

Concrete Replacement	\$928,244.00	\$339,071.00	
Bus Drop Off	\$3,231.00	\$3,231.00	<b>\$2,074.80</b>
<b>Total</b>		<b>\$342,302.00</b>	<b>\$2,074.80</b>

# APPLICATION FOR PAYMENT

CAP702  
Page 1 of 3

To: Madison Public Schools  
PO Box 450  
Madison, NE 68748

PROJECT: MHS GYM & LOCKER RM  
Madison High Gym & Lockers Addition  
Madison, NE

From Contractor:  
dwb, inc.  
PO Box 626  
Madison, NE 68748

VA ARCHITECT:  
Fakler Architects  
1001 N 6th St  
Beatrice, NE 68310

CONTRACT FOR: MHS (Gym & Locker Room)

Lease Ends [581] AC 6-5-19

Application No.: Application Date: Period To: Contract Date:  
4 MAY 30, 2019 MAY 30, 2019 DEC 18, 2018  
Project Nos:

Distribution List:  
 Owner  
 Architect  
 Contractor  
 Construction Mgr  
 Field  
 Other

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount:	\$	3,602,747.30
2. Net of Change Orders:	\$	0.00
3. Net Amount of Contract:	\$	3,602,747.30
4. Total Completed & Stored to Date:	\$	417,592.00
5. Retainage Summary:		
a. 5.00 % of Completed Work	\$	11,028.15
b. 5.00 % of Stored Material	\$	9,851.45
Total Retainage:	\$	20,879.60
6. Total Completed Less Retainage:	\$	396,712.40
7. Less Previous Applications:	\$	213,841.20
8. Current Payment Due, This Application:	\$	182,871.20
9. Contract Balance (Including Retainage):	\$	3,206,034.90
CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

### CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

*John Hirsch*

Date: MAY 30, 2019  
State Authorized: Nebraska  
County of: Madison

Subscribed and sworn to before me this 30th day of May, 2019  
Notary Public: *Jennifer M Baumgart*  
My Commission expires: *11/25/2022*



### ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$182,871.20

*Michael D. Fuller*  
Date: 6/4/2019  
(Architect's Signature)

# APPLICATION FOR PAYMENT

CAP702  
Page: 1 of 3

To: Madison Public Schools  
PO Box 450  
Madison, NE 68748

PROJECT: MHS-MEZZ-COMMONS-RR  
Mezzanine, Commons, Concession, RR  
Madison, NE

From Contractor:  
dwb, inc  
PO Box 626  
Madison, NE 68748

VIA ARCHITECT:  
Fakler Architects  
1001 N 6th St  
Beatrice, NE 68310

SAE  
AC  
6-5-19

CONTRACT FOR:

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount:	\$	1,678,133.00
2. Net of Change Orders:	\$	13,000.10
3. Net Amount of Contract:	\$	1,691,133.10
4. Total Completed & Stored to Date:	\$	310,163.00
5. Retainage Summary:		
a. 5.00 % of Completed Work	\$	13,399.05
b. 5.00 % of Stored Material	\$	2,109.10
Total Retainage:	\$	15,508.15
6. Total Completed Less Retainage:	\$	294,654.85
7. Less Previous Applications:	\$	112,302.35
8. Current Payment Due, This Application:	\$	182,352.50
9. Contract Balance (Including Retainage):	\$	1,396,478.25
CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	13,000.10	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	13,000.10	0.00
NET of Change Orders:	13,000.10	

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature)

dwb, inc.

Date: MAY 30, 2019

State Authorized: Nebraska

County of: Madison

Subscribed and sworn to before me this 30th day of May, 2019  
Notary Public: *Jennifer M Baumgart*  
My Commission expires: 6/25/2022



## ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$182,352.50

*Michael D. Fakler*  
(Architects Signature) Date: 6/4/2019

Application No.: Application Date: Period To: Contract Date:  
4 MAY 30, 2019 MAY 30, 2019 DEC 18, 2018

Project Nos:

Distribution List	<input checked="" type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr
	<input type="checkbox"/>	Architect	<input type="checkbox"/>	Field
	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other

# APPLICATION FOR PAYMENT

CAPT02  
Page 1 of 2

To:  
Madison Public Schools  
PO Box 450  
Madison, NE 68748

PROJECT:  
MHS BUS DROP PAVING  
MHS Bus Drop Off and Site Paving  
Madison, NE

Dr. Ford

From Contractor:  
dwb, inc.  
PO Box 626  
Madison, NE 68748

VIA ARCHITECT  
Fakler Architects  
1001 N 6th St  
Beatrice, NE 68310

AE 6-5-18

CONTRACT FOR

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount:	\$	342,302.00
2. Net of Change Orders:	\$	0.00
3. Net Amount of Contract:	\$	342,302.00
4. Total Completed & Stored to Date:	\$	6,368.00
5. Retainage Summary:		
a. 5.00 % of Completed Work	\$	318.40
b. 5.00 % of Stored Material	\$	0.00
Total Retainage:	\$	318.40
6. Total Completed Less Retainage:	\$	6,049.60
7. Less Previous Applications:	\$	2,074.80
8. Current Payment Due, This Application:	\$	3,974.80
9. Contract Balance (Including Retainage):	\$	336,252.40
CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

### CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) for frank  
dwb, inc.

Date: MAY 30, 2019  
State Authorized: Nebraska  
County of: Madison

Subscribed and sworn to before me this 30th day of May, 2019  
Notary Public: Jennifer M. Baumgart  
My Commission expires: 6/25/2022



### ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$3,974.80  
Richard D. Falkner  
(Architect's Signature) Date: 6/4/2019

Application No.:	2	Application Date:	MAY 30, 2019	Period To:	MAY 30, 2019	Contract Date:	DEC 11, 2018
Distribution List:	<input type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr	<input type="checkbox"/>	Field	<input type="checkbox"/>
Project Nos	<input type="checkbox"/>	Architect	<input type="checkbox"/>	Other	<input type="checkbox"/>		
	<input type="checkbox"/>	Contractor	<input type="checkbox"/>				

# Document G701

## Change Order

PROJECT: (Name and Address) Madison High Phase IV	CHANGE ORDER NUMBER: 1 GYM	OWNER	<input type="checkbox"/>
	DATE: 4/30/2019	ARCHITECT	<input type="checkbox"/>
	ARCHITECT'S PROJECT NO: 1353	CONTRACTOR	<input type="checkbox"/>
TO CONTRACTOR: (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	CONTRACT DATE: 12/11/2018	FIELD	<input type="checkbox"/>
	CONTRACT FOR: Phase IV	OTHER	<input type="checkbox"/>

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- |  |        |           |
|--|--------|-----------|
| 1) Storm Sewer Alteration:<br>dwb investigation and redesign<br>CES Re-engineering   | Deduct | -8,000.00 |
| 2) 2 - N. Building Windows. Infill and Resize:<br>upper 4' to be new window and bottom block and brick   | Add    | 3,680.00  |
| 3) Unsuitable Soils:<br>Removal & hauling old foundation and buried brick rubble   |        |           |
| Haul 52 Side dump loads to City site:<br>Truck 1/2 hr per load @ \$115 per hour = \$2,990.00<br>Packer 8 hours @ \$150 per hour = \$1,200.00<br>Dozer 3 1/2 hrs @ \$175 per hour = \$612.00<br>Excavator 47.25 hours @ \$185 per hour = \$8,741.00<br>Dozer Transport = \$270.00 | Add    | 13,813.00 |

Note) unsuitable soils consists of 1222 cu yds. Should more soils be required for fill, the owner will be responsible for replacement of up to 1222 cu yds of suitable fill to replace unsuitable soils at \$6.90 cu yd.

P & O Bond 949.30  
\$114.00

The original Contract Sum was	\$	3,592,191.00
The net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	3,592,191.00
The Contract Sum will be increased by this Change Order in the amount of	\$	10,556.30
The new Contract Sum including this Change Order will be	\$	3,602,747.30

The Contract Time will be unchanged by <enter days in words> ( ) days  
The date of Substantial Completion as of the date of this Change Order therefore is

Lease FUNDS

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)  
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fakler Architect ARCHITECT (Firm name)	dwb, inc CONTRACTOR (Firm name)	Madison Public Schools OWNER (Firm name)
---	------------------------------------	---

1001 N 6th St, Beatrice, NE 68310 ADDRESS	PO Box 626, Madison, NE 68748 ADDRESS	700 S. Kent, Madison, NE 68748 ADDRESS
--	--	---

 BY (Signature)	 BY (Signature)	 BY (Signature)
---	---	--

Michael Fakler Typed name	Douglas Wagner Typed name	Alan Ehlers Typed name
------------------------------	------------------------------	---------------------------

5/2/2019 DATE	4/30/2019 DATE	 DATE
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# Document G701

## Change Order

PROJECT: (Name and Address) Madison High Phase IV	CHANGE ORDER NUMBER: 1 MEZZ	OWNER <input type="checkbox"/>
	DATE: 4/30/2019	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO: 1353	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	CONTRACT DATE: 12/11/2018	FIELD <input type="checkbox"/>
	CONTRACT FOR: Phase IV	OTHER <input type="checkbox"/>

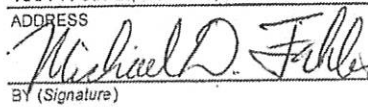
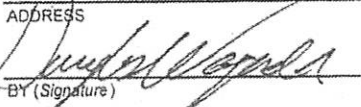
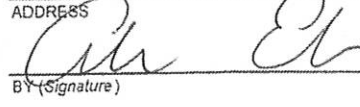
The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1) Revised Steel Detail from Engineer: RE: ASI-2 Steel Add, Alternatives, Detailing	Add	1,739.00
2) Revise Helical Piers: Install 2 Push Pier in lieu of Helical Pilings Increase Boring Depth on HP-1 through HP-10 Additional 234' @ \$30 per foot	Add	9,020.00
3) Convert Window Infill to Operable Window Room 204 with block & brick on balance of opening.	Add	350.00
4) Finish Exterior Side of Stairwell Windows with Treated 2 x 12 and Flashing Extension.	Add	582.00
P & O		1,169.10
Bond		\$140.00

The original Contract Sum was \$ 1,678,133.00  
 The net change by previously authorized Change Orders \$ \_\_\_\_\_  
 The Contract Sum prior to this Change Order was \$ 1,678,133.00  
 The Contract Sum will be increased by this Change Order in the amount of \$ 13,000.10  
 The new Contract Sum including this Change Order will be \$ 1,691,133.10  
 The Contract Time will be unchanged by <enter days in words> ( ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fakler Architect ARCHITECT (Firm name)	dwb, inc CONTRACTOR (Firm name)	Madison Public Schools OWNER (Firm name)
1001 N 6th St, Beatrice, NE 68310 ADDRESS	PO Box 626, Madison, NE 68748 ADDRESS	700 S. Kent, Madison, NE 68748 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Michael Fakler Typed name	Douglas Wagner Typed name	Alan Ehlers Typed name
5/2/2019 DATE	4/30/2019 DATE	 DATE

# Document G701

## Change Order

PROJECT: (Name and Address) Madison High Phase IV	CHANGE ORDER NUMBER: DATE: ARCHITECT'S PROJECT NO:	1 Fire 4/30/2019 1353	OWNER <input type="checkbox"/>
TO CONTRACTOR: (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	CONTRACT DATE: CONTRACT FOR:	12/11/2018 Phase IV	ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1) Existing Fire Sprinkler in Existing Building: Use PVC in Concealed Areas	Deduct	-9,102.00
P & O		-910.00
Bond		-\$108.00

The original <u>Contract Sum</u> was	\$	<u>\$107,358.00</u>
The net change by previously authorized Change Orders	\$	<u>                    </u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$107,358.00</u>
The <u>Contract Sum</u> will be <u>decreased</u> by this Change Order in		<u>-\$10,120.00</u>
the amount of	\$	<u>\$97,238.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>                    </u>
The Contract Time will be <u>unchanged</u> by <enter days in words> (      ) days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fakler Architect  
ARCHITECT (Firm name)

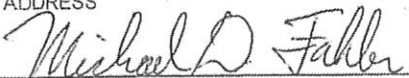
dwb, inc  
CONTRACTOR (Firm name)

Madison Public Schools  
OWNER (Firm name)

1001 N 6th St, Beatrice, NE 68310  
ADDRESS

PO Box 626, Madison, NE 68748  
ADDRESS

700 S. Kent, Madison, NE 68748  
ADDRESS

  
BY (Signature)

  
BY (Signature)

  
BY (Signature)

5/2/2019

**FAKLER ARCHITECTS, L.L.C.**

ph. 402-228-3020 fax 402-228-3018

1001 N. 6th St., Beatrice, NE 68310

**ARCHITECT'S  
FIELD REPORT**

PROJECT: Madison P. S. Phase IV

FIELD REPORT NO: 2

ARCHITECT'S PROJECT NO: 1353

CONTRACT: Gymnasium/Locker rooms area includes construction of a one story slab-on-grade, brick veneer, pre-cast concrete structure 17,459 square feet in area. The Commons/Concessions/Public Restrooms area includes construction of a one story, slab-on-grade, brick veneer, post and beam steel structure 7,150 square feet in area. Incidentals include rough and finish grading, seeding, utilities, sidewalks, bus drop off, driveways, parking, and fencing.

Date: 6/4/2019 Time: 10:00 am Weather: partly cloudy Temp. Range: 75F

Est % of Completion Gym: 12.0% Conformance with schedule (+,-) -

Est % of Completion Comm: 18.0% Present at Site:

Est % of Completion Fire: 14.0% Alan Ehlers - Madison P.S.

Est % of Completion Paving: 2.0% Paul Herz - Madison P.S.

Work in Progress: Ken Daberkow - DWB

storm sewer Doug Wagner - DWB

footing excavation

**Observations:**

On site to perform a general observation and to walk the draw request. The draw request was approved but a request was made for all the invoices of stored materials. Rain has delayed progress and a discussion was made regarding calculation of rain days without conclusion. Pre-cast wall panel delivery has been pushed back four weeks by the supplier. A change in construction sequencing starting with the commons first and gymnasium second by help to reduce the time lost by the precast delivery delay. The main sanitary sewer is almost complete. The elevator pit is in place and footings extend eastward from the pit then north along the east wall turning the northeast corner and proceeding about 45' west along the north wall. At the time of observation footings were being dug west of the elevator. On the existing middle school wing the top cap has been removed from the exterior walls, grout, rebar, and anchor bolts have been installed for the steel columns that will be placed on top of the wall. The top of the wall has been temporarily water proofed.

**Items to Verify:** Architect - contact the MEP engineer and determine required location of elevator sump pit.

**Information or Action Required:**

**Attachments:** Pictures

Report By: Michael D. Fakler, Architect



South end of main storm sewer being installed



Digging footings west of elevator pit



Gymnasium excavation



Gymnasium excavation



Footings for East wall of Gymnasium



Existing storm sewer rerouted



Steel embed for precast panels



Vent hood on west wall of north building must be moved

Madison Recent History Volleyball, Softball & Football 2002-present

<b>2001-02</b>	<b>Record</b>	<b>Coach</b>	
Volleyball	Record 5-15	Mr. Mahler	
Football	Record 5-4	Mike Arnold	
<b>2002-03</b>	<b>Record</b>	<b>Coach</b>	
Volleyball	Record 1-21	Gross/Crilly	
Football	<b>Record 5-4</b>	Mike Arnold	Playoffs
<b>2003-04</b>	<b>Record</b>	<b>Coach</b>	
Volleyball	Record 4-18	Gross/Crilly	
Football	Record 3-5	Ken Loosvelt	
<b>2004-05</b>	<b>Record</b>	<b>Coach</b>	
Volleyball	<b>Record 9-15</b>	Nickie Leeper	
Football	Record 2-6	Ken Loosvelt	
<b>2005-06</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 6-17	Katie Lewis	
Volleyball	<b>Record 0-21</b>	Nickie Leeper	
Football	Record 2-6	Jim Crilly	
<b>2006-07</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 7-15	Katie Lewis	
Volleyball	Record 1-22	Nickie Leeper	
Football	<b>Record 5-4</b>	Jim Crilly	Playoffs
<b>2007-08</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 6-21	Katie Lewis	
Volleyball	Record 1-22	Nickie Leeper	
Football	Record 4-4	Jim Crilly	
<b>2008-09</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 6-19	Katie Lewis	
Volleyball	<b>Record 0-24</b>	Jared Knapp	
Football	Record 7-2	Jim Crilly	Playoffs
<b>2009-10</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 5-20	Katy Sojka	
Volleyball	Record 3-24	Jack Mahler	
Football	Record 4-4	Jim Crilly	
<b>2010-11</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 1-21	Katy Sojka	
Volleyball	Record 1-28	Jack Mahler	
Football	Record 3-5	Jim Crilly	
<b>2011-12</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 3-25	Katy Sojka	
Volleyball	Record 4-24	Jack Mahler	
Football	<b>Record 0-8</b>	Jim Crilly	
<b>2012-13</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 1-28	Katy Sojka	
Volleyball	<b>Record 9-17</b>	Jack Mahler	
Football	Record 1-7	Jim Crilly	
<b>2013-14</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 4-26	Bill Arkfeld	
Volleyball	Record 4-16	Terra Bishop	
Football	Record 2-6	Travis Jordan	
<b>2014-15</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 6-23	Bill Arkfeld	
Volleyball	<b>Record 9-11</b>	Terra Bishop	
Football	Record 1-7	Travis Jordan	
<b>2015-16</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 12-16	Bill Arkfeld	
Volleyball	Record 2-18	Makenzie Mudloff	
Football	Record 2-6	Travis Jordan	
<b>2016-17</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 2-24	Riley Hoffart	
Volleyball	Record 3-26	Kritina Price	
Football	<b>Record 0-8</b>	Travis Jordan	
<b>2017-18</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 1-28	Riley Hoffart	
Volleyball	Record 4-25	Kritina Price	
Football	Record 0-9	Travis Jordan	
<b>2018-19</b>	<b>Record</b>	<b>Coach</b>	
Softball	Record 3-25	Tobin Stithem	
Volleyball	Record 6-22	Kritina Price	
Football	Record 1-8	Travis Jordan	
<b>2018-19 Coaches</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Tobin Stithem (1 season)	3-25	10.71%	
Kritina Price (3 seasons)	13-66	19.70%	
Travis Jordan (6 seasons)	6-43	12.24%	
Overall	22-134	14.10%	
<b>LAST 18 YEARS</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Softball	51-292	13.18%	
Volleyball	66-369	15.17%	
Football	47-102	31.54%	
Overall	164-763	17.69%	
<b>LAST 5 YEARS</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Softball	20-121	14.18%	
Volleyball	24-102	19.05%	
Football	4-40	6.98%	
Overall	48-263	15.48%	

<b>2003-04</b>	<b>RECORD</b>		
Boy's Basketball		2-18	
Girl's Basketball		8-13	
<b>2004-05</b>	<b>RECORD</b>		
Boy's Basketball		7-15	
Girl's Basketball		12-10	
<b>2005-06</b>	<b>RECORD</b>		
Boy's Basketball		4-17	
Girl's Basketball		14-10	
<b>2006-07</b>	<b>RECORD</b>		
Boy's Basketball		3-17	
Girl's Basketball		5-15	
<b>2007-08</b>	<b>RECORD</b>		
Boy's Basketball		3-18	
Girl's Basketball		0-20	
<b>2008-09</b>	<b>RECORD</b>		
Boy's Basketball		2-18	
Girl's Basketball		1-19	
<b>2009-10</b>	<b>RECORD</b>		
Boy's Basketball		0-20	
Girl's Basketball		4-16	
<b>2010-11</b>	<b>RECORD</b>		
Boy's Basketball		3-20	
Girl's Basketball		1-21	
<b>2011-12</b>	<b>RECORD</b>		
Boy's Basketball		9-14	
Girl's Basketball		4-20	
<b>2012-13</b>	<b>RECORD</b>		
Boy's Basketball		8-15	
Girl's Basketball		9-14	
<b>2013-14</b>	<b>RECORD</b>		
Boy's Basketball		9-14	
Girl's Basketball		7-17	
<b>2014-15</b>	<b>RECORD</b>		
Boy's Basketball		8-15	
Girl's Basketball		4-18	
<b>2015-16</b>	<b>RECORD</b>		
Boy's Basketball		10-14	
Girl's Basketball		1-20	
<b>2016-17</b>	<b>RECORD</b>		
Boy's Basketball		7-15	
Girl's Basketball		3-19	
<b>2017-18</b>	<b>RECORD</b>		
Boy's Basketball		6-16	
Girl's Basketball		6-16	
<b>2018-19</b>	<b>RECORD</b>		
Boy's Basketball		8-15	
Girl's Basketball		2-21	
<b>PAST 16 YEARS</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Boy's Basketball	89-261		25.43%
Girl's Basketball	81-269		23.14%
Overall	170-530		24.29%
<b>PAST 5 YEARS</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Boy's Basketball	39-75		34.21%
Girl's Basketball	16-94		14.55%
Overall	55-169		24.55%
<b>CURRENT COACHES OVERALL</b>	<b>RECORD</b>	<b>WINNING PERCENTAGE</b>	
Dan Fuhs (6 seasons)	48-89		35.04%
Jordan Nelson (2 seasons)	8-37		17.78%

# 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**  
MS Principal/IPM/EL  
**Reid Ehrisman**  
Athletic Director  
**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 2019

- **Building Projects update:**

**Elementary campus** – The PK 8 x12 Barn style shed is currently under construction. The Buildings & grounds committee has requested bids to upgrade the lights in the Elementary gym to LED fixtures.

**Middle School/High School campus** - The phase IV building process is moving slow but the majority of the gym foundation walls have been poured and the plans are to put the walls in place in July.

**Athletic Complex** –Mr. Herz and Crew are waiting for some dry weather to start work on the stonewall by the long jump pits during the summer.

- **Staffing update:**

**Middle School Science Teacher:** We are planning to transfer Bobbi Middleton to the Junior High Science Classroom, Bobbi will still be able to work with the Nucor items during the plus period at the end of the day. During the open period the plan at this time is to have two Para-Educators to supervise a guided study hall period. The plan will be to look to hire a qualified teacher if needed second semester if we can find a candidate that can support the student needs.

Taking this approach will give us the opportunity to see if this might be a good long term approach to cover the Middle School.

**Middle School Para-Educators:** I will start the hiring process in June and July to hire the Para-Educators.

**Elementary Cook:** We will be looking for a Elementary cook along as someone who can fill-in one day a week to allow Jane and Tracy to complete required paperwork.

- The Buildings and Grounds committee looked at a request from our Special Education staff at the Elementary to consider a Focus Room that provides a space to facilitate restorative processes for students who need a break to refocus or who are not meeting school expectations. In this space, staff assist students and guide them to redirect, recover, and/or return to an internal state conducive to learning.

The space is intentionally calming in design and has sensory tools for students to utilize while refocusing. The Focus Room is integral to positive behavior supports and provides structure and support to students. It holds students accountable for their actions and learning, while also helping them develop tools in coping, reflection, and practice that will ultimately help them succeed in reaching their academic, career, and life goals. **At this time the Buildings and Grounds committee would like to put this idea on hold to explore additional ideas.**

- The Middle School CSI grant has been approved. Mr. Jordan has been working with our Math teachers to review math programs and will recommend a new Math adoption in 2019-20 school year. So if you approve the purchased at the June/July Regular Board meeting we will look to order materials and pay from this year's budget.
- On May 20<sup>th</sup> & 21<sup>st</sup> the Elementary teachers received training on the new Wonders Reading program. I received positive feedback from staff members about the training that brought a new level of clarity and understanding to the adjustments required to implement the program.
- I just wanted to make you aware that members of the Threat Assessment Team attended a recent training that allowed our Assessment Team to look at current practice and prepare for the future. A few ideas that I took away from the training are:
  - Always screen threats with social media
  - If we receive a threat always check to see if others with the name of Madison have received the same threat.
  - What is on the list?, who is on it & why?
  - Make staff aware to watch for Leakage (Example student work that shows violence)
  - The more personal the threat the bigger the concern
  - If people are kicked off the island, always assume they can swim back.

The big idea from the training is that the idea of using a checklist during a threat assessment does not work as well as having a fluid plan that can adjust with each situation. The Threat Assessment and Response Team plans to meet quarterly starting next year.

- I'm required to report to the Board the number of Days that I serve on duty each year. 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. As of June 10<sup>th</sup> I will have 223 days logged and plan to end June at between 235-240 days. My contract days start over on July 1<sup>st</sup>.







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

May 16, 2019

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 2019-2020 school year:

Hpt Choc 1% Milk	0.227
Hpt Choc Skim FF Milk	0.2270
Hpt 1% Milk	0.2160
4 oz Orange Juice	0.1850
4 oz Apple Juice	0.1800
5 LB Sour Cream	8.8000
RF Ice Cream Sandwich	0.3900
RF Strawberry Crunch Bars	0.4000
RF Chocolate Crunch Bars	0.4000
RF Mini Sundae Cones	0.5300
RF Frog Spit Push ups	0.4900
Totally Tubular Push Ups	0.4900

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,

Tim Flock  
Hiland Dairy  
700 East Omaha Drive  
Norfolk, NE 68701

[tflock@hilanddairy.com](mailto:tflock@hilanddairy.com)  
Office-402-371-3660  
Fax-402-371-0243

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

Download Show email



May 16, 2019

Madison Public Schools:

Thank you for the invitation to bid on your school's dairy program for the 2019-2020 school years. Unfortunately, we are unable to submit a bid at this time.

Please keep us on your mailing list for future bids.

**Dean Foods**  
**Attn: Dana Hunzeker**  
**220 SW 32<sup>nd</sup> Street**  
**Lincoln, NE 68522**  
**E-Mail: [dana\\_hunzeker@deanfoods.com](mailto:dana_hunzeker@deanfoods.com)**  
**Fax: 402-474-8739**  
**Phone: 402-474-8709**



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: Alyssa Went

Date: 5-20-19

Number of days requested from EMMLB: 5

Specific dates and reasons for absence:

<u>Date</u>	<u>Reason for absence (medical-related absences must include physician's statement):</u>
<u>2-12-19</u>	<u>Maternity Leave</u>
<u>2-13-19</u>	<u>Maternity Leave</u>
<u>2-14-19</u>	<u>Maternity Leave</u>
<u>2-18-19</u>	<u>Maternity Leave</u>
<u>2-19-19</u>	<u>Maternity Leave</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Alyssa Went  
Signature, Certificated Staff Member

5-20-19  
Date

Jane Lewis  
Signature, EMMLB review committee member

5-22-19  
Date

## 2002 Organization of the Board

### 1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### 2. Internal Organization and Officers

#### a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve

as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

#### 4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
  - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
  - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
  - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
  - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
  - v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;

- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

- iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
    - a) Determine whether the complainant has discussed the matter with the staff member involved.
      - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
      - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
    - b) Strongly encourage the complainant to reduce his or her concerns to writing.
    - c) Interview the complainant to determine:
      - 1) All relevant details of the complaint;
      - 2) All witnesses and documents which the complainant believes support the complaint;
      - 3) The action or solution which the complainant seeks.
    - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
  
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2014**  
**Relationship with District Legal Counsel**

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**2017**  
**Indemnification and Liability Insurance**

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

Adopted on: 6/10/19

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 \$250,000**

**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 \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. 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.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 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.

**B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000 and \$250,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$250,000**

##### **A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more 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 publicly 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 publicly 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.**

**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. Full and Open Competition**

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

**D. 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.

### **E. Settlements of Issues Arising Out of Contract**

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.

### **F. 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 construction projects for a minimum of five (5) years after the sale or demolition of the building. 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 Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, 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 construction records shall be in accordance with applicable law and Board policy.

**VI. 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. Contracts 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.

Adopted on: 6/10/19

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 \$10,000 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. 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 \$10,000 and \$250,000 (Small Purchase Procedures)**

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 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 \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$250,000, 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 \$250,000, 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 \$250,000.

#### **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: 6/10/2019

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3016  
Smoking**

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is permitted by non-students on school property only in specifically designated areas.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3046 Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

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 owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

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.

### **III. THERAPY ANIMALS**

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3050 Technology in the Classroom**

### **I. In General**

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

### **II. Devices**

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.

2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

- C. Any classroom recordings made by a staff member will be made pursuant to district policy.

### III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

- C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3051

### Opioid Overdose Prevention and Response

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: 6/3/2019

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3052**  
**Leasing Personal Property**

**I. Leases of Personal Property by the District**

**A. Applicability of this policy.**

Leases of personal property using any 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 leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

**B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$15,000, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease 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.

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than \$15,000**

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$15,000 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 730 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided

however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3053 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: 6/3/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**3054**  
**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates Madison Police & County Sheriff's department's to act as the district's Law Enforcement Unit.

**Authority of the Law Enforcement Unit.** The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

**Records of the Law Enforcement Unit.** All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4048

### Assessment Administration and Security

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

#### 1. Assessment Responsibilities

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

## **2. Security Violations and Cheating**

### **a. Classroom assessments**

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

### **b. State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4052

### **Job References to Prospective Employers**

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

### **Employees Suspected of Sexual Misconduct Against a Minor or Student**

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5002 Admission of Students**

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5016 Student Records**

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child

guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: 6/10/19

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
- Name of parent and/or guardian
- 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 by 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 numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, 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 an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Adopted on: 6/10/19  
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 solely to further school purposes or avoid duplication of the investigative process. 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.

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: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Weapons and/or Firearms**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

## Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for

expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity 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:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);

- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon; and
- m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

### **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent,

the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;

3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on:6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

## **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

## **3. Personal or Consumable Items.**

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

## **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

## **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$25.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$30.00

## **6. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card grades K-8: \$20.00
  - Covers admission to all extracurricular events
- Student Participation Fee: \$40.00
  - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$500.00
- National Honor Society: \$500.00
- Cheerleading, Drill Team, Flag Corps: \$1,500.00
  - Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$1500.00
- Football:
  - Students must provide their own football shoes, undergarments, and mouthguards
- Golf:
  - Students must provide their own golf shoes, undergarments, and clubs
- Softball:
  - Students must provide their own shoes, gloves, game pants and undergarments
- Track, Volleyball, and Wrestling:
  - Students must provide their own shoes and undergarments
- Future Farmers of America: \$500.00

- Students must purchase their own jackets and pay dues
- Art Club: \$500.00
- FCCLA: \$500.00

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$500.00.

## **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$0.00 per page for reproduction of student records.

## **10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$900.00.

### **11. Participation in Summer School or Night School.**

The district may charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$250.00.

### **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PK-5
  - Regular Price \$1.70
  - Reduced Price \$0.30
- Breakfast Program – Grades 6-12
  - Regular Price \$1.70
  - Reduced Price \$0.30
- Lunch Program – Grades PK-5
  - Regular Price \$2.85
  - Reduced Price \$0.40
- Lunch Program – Grades 9-12
  - Regular Price \$2.95
  - Reduced Price \$0.40

### **13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar

amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$500.00
  - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$500.00
  - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$500.00

#### **14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$25.00.

#### **C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

#### **D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

#### **E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

**F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

**G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: 6/10/19

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. In such an instance, the students remain subject to the district's appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

**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: 6/10/19

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## EARLY RETIREMENT INCENTIVE PROGRAM POLICY

### A. PURPOSE

The Early Retirement Incentive Program (Program) is intended to benefit qualified certificated employees who are considering retirement. The Program's objectives include, but are not limited to, the following:

1. Offering financial incentives which will assist long-term employees who are considering retirement;
2. Reducing costs to the school district by replacing maximum salaried employees with lesser salaried employees; and
3. Providing a balance of employee experience.

### B. QUALIFICATIONS

**1. Certificated Employee.** To participate in the Program, a person must be a teacher or administrator certificated by the Nebraska Department of Education, and employed by the School District in a capacity which requires such certification.

**2. Full-Time Equivalency.** Certificated employees who are employed **1.0** full-time equivalency (FTE) in an employment position that requires a certificate from the Nebraska Department of Education may participate in the Program, provided that the part-time employee's benefits under such a plan shall be pro-rated based on their FTE as of December 1<sup>st</sup> of the employee's final contract year.

**3. Minimum Age and Years of Service.** To be eligible for this Program, a certificated employee must: (a) be **55** years of age on or before August 31<sup>st</sup> after the school year of application (i.e. August 31, 2018 of the 2017-18 school year) (b) have completed **10** total years of continuous, credited service in the employment of the School District, and (c) meet any other criteria established by the board of education at the regular November meeting (such as department or building eligibility). Credited service shall be defined as continuous employment with the school district as a **1.0** FTE certificated employee through the employee's last year of service in an employment position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service with the district for the purpose of meeting the eligibility requirement of **10** total years of service, less than full-time employment would reduce the employee's full-time equivalent employment for a school year. For example, an employee employed on a half-time (.5 FTE) basis would be credited with half a year (.5) of full-time equivalent employment.

## C. ENROLLMENT REQUIREMENTS

**1. Resignation.** Participants in the Program will resign their positions with the school district effective at the close of the school year in consideration for the benefits outlined in Section D below.

**2. Application.** An employee must submit a signed Application and Agreement form to the board of education on or before **March 1<sup>st</sup>** of the employee's last intended school year of employment. The superintendent shall review the employee's record to determine whether the employee is eligible for the Program. The Board will notify the applicant on or before **March 15<sup>th</sup>** of its action on his or her application.

**3. Employee's Ineligibility.** An employee who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration or (2), after a hearing before the board of education, the board determines that said employee's employment should not be canceled or terminated.

## D. BENEFITS

**1. Calculation of Benefits:** The benefit to be paid under this Program shall be \$\_\_\_\_\_ multiplied by the number of years of service of continuous service at the School District.

**2. Payment of Benefit.** The benefit shall be paid to the teacher in **three (3) equal payments**. The first payment shall be made in September of the calendar year of the teacher's resignation, with the remaining payments made in September of the following two calendar years.

**3. Limitation on Payment.** The board of education shall, in its sole and unfettered discretion, determine whether to budget and fund any Early Retirement Incentive Program payments in a particular year, and shall determine the total amount of such payments, if any, that will be made available for such payments.

**4. Source of Funds.** The school district shall pay the entire cost of the plan.

**5. Administration.** This Program shall be administered by the board of education by and through the administration of the school district.

**6. Beneficiary Designation.** In order for the application to be considered complete, a beneficiary must be designated.

**7. Income Tax Consequences.** Payments pursuant to this plan have been determined to be taxable income for state and federal income tax purposes, and will be treated as such. The school district will withhold such sums as are required by law, and payments will be reported as a taxable income.

**8. COBRA Rights.** A separating employee will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law. The employee shall be responsible for any payments required to participate in the COBRA program.

## **E. ADMINISTRATION**

**Application and Waiver.** An employee who elects to participate in the Program, and the school district (through its board of education), shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the employee that the Voluntary Separation Program is totally voluntary in nature and provides each employee at least 21 days to consider the ramifications of participation in the Program before making a decision. An employee may waive the 21 day consideration period. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 *et seq.*, the Employee Separation Income Security Act of 1974 (ERISA), 29 USC § 1001 *et seq.*, and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after submitting the Application and Agreement, and advises the employee to consult with an attorney before signing the Application and Agreement.

An employee who submits an application to participate in the Program may withdraw the application within 7 days after submitting it, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications as follows:

- a. The Board will approve the application of the employee whose salary is higher, as determined by the employee's placement on the salary schedule index (excluding all unit pay).

- b. If the salaries of those involved are exactly the same, the Board will approve the application of the employee who first signed and returned his or her employment contract for the then current contract year.
- c. If the salaries and signing dates of those involved are exactly the same, the Board will approve the application of the employee which was submitted earlier.

An employee's application to participate in the Program is in itself not a resignation of a contract with the School District. However, the Board's approval of an employee's application will be considered the approval of the employee's voluntary resignation and termination of the employee's continuing contract. If the Board does not approve an employee's application, the employee's contract will continue in effect, and the employee will remain an employee by the School District unless he or she otherwise resigns or his or her contract is terminated for just cause.

**F. TERM OF PROGRAM**

This policy shall be reviewed annually and its availability terminated at any time at the Board's sole discretion. The Board will generally determine no later than its regular November meeting the number of early retirement applications that will be accepted in the then current school year and any other eligibility limitations or requirements (such as building or department requirements). This Program shall be offered only to eligible employees as defined herein, who satisfy the Program requirements prior to the applicable deadline, and who submit an ERIP Application and Agreement prior to the applicable deadline.

**G. LIMITATIONS OF APPLICATIONS**

The Board reserves the right to limit the number of voluntary separation applications granted during any single school year if the number of requests results in separation payments that exceed budget constraints and/or if multiple requests from employees within a single department could, in the opinion of the school administration, result in the excessive loss of continuity of instruction and effectiveness of that department. If multiple employees from the same department submit requests in the same school year, the priority of applicants granted will be determined in accordance with paragraph E.

Approved \_\_\_\_\_  
 Reviewed \_\_\_\_\_  
 Revised \_\_\_\_\_

**Madison Public School**  
Marzano-Based Teacher Evaluation



<b>Teacher Name:</b> Tenured/Non-Tenured	<b>Date:</b>
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**Classroom Strategies & Behaviors: (Including classroom management and organization)**

	Innovating	Applying	Developing	Beginning	Not Using
Establishes and effectively communicates learning goals and expectations for learning and achievement.					
Tracks student progress and celebrates success.					
Establishes and maintains classroom rules and procedures. Recognizes and responds appropriately to lack of adherence to rules and procedures.					
Provides resources and strategies for students to interact with new knowledge, practice, and deepen their understanding.					
Demonstrates a knowledge of students by using variety of strategies and activities that promote engagement of students.					
Uses multiple methods of formative, interim, and summative assessment to inform instruction and measure student progress.					
Interacts with students and establishes and maintains effective relationships with students.					
Communicates high expectation for all students. Effectively manages time and demonstrates knowledge and use of technology for management purposes.					

**Innovating** means that based on student evidence, the teacher implements adaptations to achieve the desired effect in more than 90% of the student evidence at the taxonomy level of the critical content.

**Applying** means the teacher engages students in previewing activities that require students to access prior knowledge as it relates to the new content. The desired effect is displayed in the majority of student evidence at the taxonomy level of the critical content.

**Developing** means the teacher engages students in previewing activities that require students to access prior knowledge as it relates to the new content, but less than the majority of students are displaying the desired effect in student evidence at the taxonomy level of the critical content.

**Beginning** means the teacher uses the strategy incorrectly or with parts missing.

**Not Using** means the strategy was called for but not exhibited.

Ratings of Innovating and Applying meet the standards of the district. Ratings of Developing, Beginning, and Not Using do not meet the standards of the district.

# Madison Public School

## Marzano-Based Teacher Evaluation

Comments: (classroom strategies & behaviors)

**Evidence of Madison Element Target Goals:**

Innovating	Applying	Developing	Beginning	Not Using

Comments:

Ratings of Exemplary and Satisfactory meet the standards of the district. Ratings of Needs Improvement and Unsatisfactory do not meet the standards of the district.

**Planning & Preparing:**

			Needs	
	Exemplary	Satisfactory	Improvement	Unsatisfactory
Demonstrates knowledge of content and pedagogy.				
Develops and communicates detailed lesson plans.				
Plans and prepares for appropriate use of resources and technology.				
Plans and prepares for individual needs of students.				

Comments:

**Reflecting on Teaching:**

			Needs	
	Exemplary	Satisfactory	Improvement	Unsatisfactory
Identifies areas of strength and improvement.				
Evaluates the effectiveness of strategies, activities, lessons, and units of instruction.				
Develops, implements, and monitors a professional development growth plan.				

Comments:

# Madison Public School

## Marzano-Based Teacher Evaluation

**Personal and Professional Conduct:**

			Needs	
	Exemplary	Satisfactory	Improvement	Unsatisfactory
Promotes positive interactions with colleagues, parents, and students.				

Comments:

Promotes collaboration and growth by seeking mentorship in areas of need and openly sharing best practices.				
Promotes district and school development by adhering to rules and procedures.				
Promotes district and school development by actively participating in school initiatives.				

Comments:

**Professional Development Goal:**

Description

Comments:

**Overall Teacher Rating:**

- Acceptable - is a level of performance necessary to continue teaching in Madison Public Schools.
- Unsatisfactory - is a level of performance, which, if continues, will result in termination.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Evaluator Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

# **RS ELECTRIC**

**Robert Stoffel**  
82750 560th Ave  
Madison, NE 68748  
402-920-2537

**PROJECT:** Madison Public School  
Elementary Gym Lights Upgrade

**PROJECT QUOTE: \$3,584.54**

**Replace old High Bay 400w PSMH fixtures with LED Round UFO High Bay Light. Fixture includes a pendant mount, clear conical lens to reduce glare and wire guard.**

**Price is for 8 fixtures with installation included.**

# BRANDL ELECTRIC

805 East 3<sup>rd</sup> Street

Madison, Nebraska

Mark S. Brandl, Owner  
Phone (402) 454-2554

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June 6, 2019

Madison Schools  
Box 450  
Madison, NE 68748

TO WHOM IT MAY CONCERN:

We are pleased to submit the following bid for the replacement of 6 light fixtures in the gymnasium at the elementary school with 6 new LED high bay light fixtures. Bid includes light fixtures, all materials needed and labor.

Bid price: \$2400.00

*Add 2 more Fixtures \$600.00*

Thank you for the opportunity of submitting this bid to you. If you have any questions, please do not hesitate to call.

Very truly yours

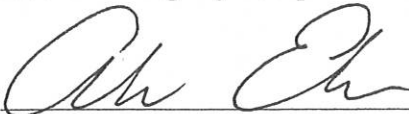
BRANDL ELECTRIC

By 

## 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 \$7000.00. This agreement will start on September 10, 2018 and will run through to August 10, 2019.

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 reserves the right for limited use of the building for club sponsored events ( e.g. a graduation ). The school will be responsible for the cleaning of the building and for snow removal during the regular wrestling season practice times. 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: 9-12-18

### 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