

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, June 8, 2020 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
7. Discuss, consider, and take all necessary action to approve updated policies from KSB school law.
8. Discuss, consider, and take all necessary action on the purchase of a 2018 53 passenger bus.
9. Discuss, consider, and take all necessary action to accept or reject sealed bids for surplus items.
10. Topics for next month's Board of Education meeting
11. 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.

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

Motion to call the meeting to order at 7:00 pm. Passed with a motion by Kate Ebeling 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

- 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 2.1-2.5 as presented. 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

A to Z Vac N Sew	Repairs	109.85
Acadience Dynamic Measurement Group	Services	254.00
Albracht Disposal Service	Waste Disposal	325.00
Alpha Workforce Health	DOT Physical	80.00
Amazon.Com Credit	Supplies	1,520.13
Apple Computer, Inc.	Supplies	1,249.00
Apple, Inc.	Computer Repairs	49.00
Assetgenie, Inc. DBA Agirepair	Computer Repair	483.00
Automated Dairy Specialists, LLC	Supplies	195.00
Battle Creek Public Schools	Services	2,805.00
Big Country Auto	Repairs & Maintenance	1,184.34
Brady & Amy's	Fuel	84.87
Carolina Scientific	Supplies	98.80
Central Nebraska Rehab Services	Services	5,269.62
Choice Foods	Supplies	53.53
City of Madison	Utilities	7,115.05
Cognia Inc.	Accreditation Fees	3,600.00
Colonial Research Chemical	Supplies	125.40
Computer Information Concepts	Software Renewal	6,260.00
Curriculum Associates LLC	Supplies	301.95
Dent Specialists	Repairs	294.04
Duerst, Brandon	Lawn Care	2,500.00
Eakes Office Solutions	Repairs & Maintenance	30.00
Ecolab Pest Elimination Division	Pest control	81.85
Educational Service Unit #8	SpEd Services	38,901.25
Egan Supply Co.	Supplies	2,086.07
Federal Express Corporation	Shipping	40.88
Field's Hardware	Supplies	139.73
Flinn Scientific, Inc.	Supplies	202.78
Floor Maintenance	Supplies	117.27
Frontier	Phone Service	692.75
Gopher Sports Equipment	Supplies	174.15
Greatamerica Financial Services Corporation	Copier Lease	2,890.41
Hireright LLC, Inc.	Testing	62.80

Instrumentalist Awards LLC	Supplies	93.50
Jackson Services	Supplies	137.15
KSB School Law	Legal Services	670.50
McGraw-Hill Education Book Company	Textbooks/Supplies	10,523.50
Menards-Norfolk	Supplies	771.83
Midwest Alarm Services	Contracted Services	336.00
MPS Lunch Fund	Supplies	178.25
Nasco Arts & Crafts	Supplies	145.38
National Association of School Nurses	Membership	250.00
NE Regional Deaf Ed Program	Services	494.00
Nebraska Public Health Environmental Lab	Water Testing	30.00
Nebraska Safety Center Pupil Transportation	Registration	225.00
Northeast Nebraska Juvenile Services	Reimbursement	10,938.81
Paper 101	Supplies	4,520.00
Really Good Stuff	Supplies	390.52
Reigle Implement Co., Inc.	Supplies	302.49
Sparklight (Formerly Cable One)	Cable Box Rental	27.02
Teacher Synergy, LLC (TPT)	Supplies	52.99
Truck Center Companies, Freightliner	Repairs & Maintenance	673.79
United Art & Education	Supplies	823.13
US Bank Cardmember Services	Supplies	714.56
Wards Science	Supplies	123.72
Water Engineering Inc.	Water Service	425.04

3: Public forum

4: Administrator and other reports

5: Board Committee Reports/Meeting dates

6: Action Items

7: Discuss, consider and take all necessary action to approve resignations.

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

9: Discuss, consider, and take all necessary action to reaffirm Board policies 6023-6036.

Motion to reaffirm Board policies 6023-6036. 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

10: Discuss, consider, and take all necessary action on the Elementary student handbook for 2020-2021.

Motion to approve the Elementary handbook for 2020-2021. Passed with a motion by Jim Reeves and a second by Harlow Hanson. 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 to approve the Little Dragons Childcare handbook for 2020-2021.

Motion to approve the Little Dragons Childcare handbook for 2020-2021. 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

12: Discuss, consider, and take all necessary action to approve the Middle School Language Arts curriculum purchase.

Motion to approve the purchase of the Middle School Language Arts materials. 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

13: Discuss, consider, and take all necessary action on the purchase of technology devices to update the office staff work stations.

Motion to accept bid from Apple to purchase technology devices. Passed with a motion by Jim Reeves 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 to purchase tables and chairs for the Middle School commons.

Motion to approve bid of \$18,511.00 from Virco for the purchase of tables and chairs for the Middle School commons. 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

15: Discuss, consider, and take all necessary action on speaker system donation sign design.

Motion to approve Idea A to honor donations for the speaker system at the estimated cost of \$1,497.73. Passed with a motion by Deb Neidig and a second by Harlow Hanson. 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 on a change orders to add additional safety rails on the northwest mezzanine and to add poplar wood to replace vinyl base along wheel chair ramp in Middle School commons.

Motion to approve change orders. 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

17: Executive Session

Motion to enter Executive Session at 7:41PM for discussion of classified staff compensation and benefit package to protect the public interest and prevent needless injury to a staff member's reputation. Passed with a motion by Kate Ebeling 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

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

The Board concluded Executive Session at 8:03 PM with no action taken.

19: Discuss, consider, and take all necessary action on classified salaries and benefits for the 2020-2021 school year.

Motion to approve classified salaries for the 2020-2021 school year by \$.75 per hour, a 3% increase for the nurses, and set daily sub rate to \$125.00 and bus routes to \$45.00. 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

20: Topics for next month's Board of Education meeting.

21: Adjournment

Motion to adjourn at 8:07 PM. 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

President

Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	1			
Checking	1	Fund: 01 GENERAL FUND		
ACCO BRANDS USA LLC	4712919145	SUPPLIES	14.88	
ACCO BRANDS USA LLC	4712919154	SUPPLIES	38.28	
		Vendor Total:		53.16
ALBRACHT DISPOSAL SERVICE	13828	DISPOSAL	155.00	
ALBRACHT DISPOSAL SERVICE	13829	DISPOSAL	170.00	
		Vendor Total:		325.00
AMAZON.COM CREDIT	436589483773	SUPPLIES	113.26	
AMAZON.COM CREDIT	448574838739	SUPPLIES	69.55	
AMAZON.COM CREDIT	455634494759	SUPPLIES	27.99	
AMAZON.COM CREDIT	458653455878	SUPPLIES	16.95	
AMAZON.COM CREDIT	459735783799	SUPPLIES	127.10	
AMAZON.COM CREDIT	465796949943	SUPPLIES	504.25	
AMAZON.COM CREDIT	473874366847	SUPPLIES	106.76	
AMAZON.COM CREDIT	489576766636	SUPPLIES	29.99	
AMAZON.COM CREDIT	674657484795	SUPPLIES	47.10	
AMAZON.COM CREDIT	696936796543	SUPPLIES	38.33	
AMAZON.COM CREDIT	697858484366	SUPPLIES	637.80	
AMAZON.COM CREDIT	735446573343	SUPPLIES	940.90	
AMAZON.COM CREDIT	776854676839	SUPPLIES	546.46	
AMAZON.COM CREDIT	844395457533	SUPPLIES	172.45	
AMAZON.COM CREDIT	868537363889	SUPPLIES	39.99	
AMAZON.COM CREDIT	887835684534	SUPPLIES	50.98	
AMAZON.COM CREDIT	933685377543	SUPPLIES	(47.10)	
AMAZON.COM CREDIT	945334974686	SUPPLIES	25.89	
AMAZON.COM CREDIT	963849346893	SUPPLIES	155.42	
AMAZON.COM CREDIT	986996539766	SUPPLIES	68.75	
		Vendor Total:		3,672.82
APPLE COMPUTER, INC.	AC13548934	SUPPLIES	2,099.00	
APPLE COMPUTER, INC.	AC14381428	SUPPLIES	483.00	
APPLE COMPUTER, INC.	AC16297646	SUPPLIES	6,930.00	
APPLE COMPUTER, INC.	AC16406344	SUPPLIES	2,298.00	
		Vendor Total:		11,810.00
ASSETGENIE, INC DBA AGIREPAIR	1459009	COMPUTER REPAIRS	(199.00)	
ASSETGENIE, INC DBA AGIREPAIR	1463142	COMPUTER REPAIRS	199.00	
		Vendor Total:		0.00
BATTLE CREEK PUBLIC SCHOOLS	0620 STMT	SPED SERVICES	472.20	
		Vendor Total:		472.20
BCN	22918468	PHONE SERVICE	111.06	
		Vendor Total:		111.06
BILL BLANK AGENCY	1044	INSURANCE	225.00	
		Vendor Total:		225.00
BRADY & AMY'S	53392	FUEL	8.88	
		Vendor Total:		8.88
BRANDL ELECTRIC	11563	REPAIRS	134.00	
		Vendor Total:		134.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
CENTRAL NEBRASKA REHAB SERVICES	0420 STMT	SERVICES	2,062.50	
		Vendor Total:		2,062.50
CITY OF MADISON	0520 50400	UTILITIES	593.27	
CITY OF MADISON	0520 50670	UTILITIES	103.01	
CITY OF MADISON	0520 50675	UTILITIES	116.99	
CITY OF MADISON	0520 70650	UTILITIES	1,514.32	
CITY OF MADISON	0520 70700	UTILITIES	3,360.58	
		Vendor Total:		5,688.17
COLONIAL RESEARCH CHEMICAL	145328	SUPPLIES	1,498.00	
COLONIAL RESEARCH CHEMICAL	145410	SUPPLIES	(599.20)	
		Vendor Total:		898.80
CUSTOM SPORTS	27365	SUPPLIES	672.00	
		Vendor Total:		672.00
DAS STATE ACCTG-CENTRAL FINANCE OCIO	1218598	ERATE	2,414.40	
		Vendor Total:		2,414.40
ECOLAB PEST ELIMINATION DIVISION	9278566	PEST CONTROL	81.85	
		Vendor Total:		81.85
EDUCATIONAL SERVICE UNIT #8	INV-006290	TRAINING	80.00	
		Vendor Total:		80.00
FIELDS HARDWARE	174054	SUPPLIES	6.49	
FIELDS HARDWARE	174111	SUPPLIES	47.74	
FIELDS HARDWARE	174129	SUPPLIES	16.92	
FIELDS HARDWARE	174268	SUPPLIES	109.90	
FIELDS HARDWARE	174316	SUPPLIES	7.94	
FIELDS HARDWARE	174320	SUPPLIES	2.28	
		Vendor Total:		191.27
FLOOR MAINTENANCE	Web-5884	SUPPLIES	113.67	
		Vendor Total:		113.67
FRONTIER	0520 STMT	PHONE SERVICE	692.75	
		Vendor Total:		692.75
GREATAMERICA FINANCIAL SERVICES CORPORATION	27127286	COPIER LEASE	1,216.55	
		Vendor Total:		1,216.55
GRUBB, MICHAELA	0320 REIMB	REIMBURSEMENT	169.00	
GRUBB, MICHAELA	0520 35521	REIMBURSEMENT	248.50	
		Vendor Total:		417.50
HEARTLAND COMMUNICATIONS	74539	SUPPLIES	18,310.00	
		Vendor Total:		18,310.00
HOUGHTON MIFFLIN CO.	954811700	WORKBOOKS	5,840.44	
HOUGHTON MIFFLIN CO.	954813677	TEXTBOOKS	18,443.65	
HOUGHTON MIFFLIN CO.	954814388	TEXTBOOKS	720.00	
HOUGHTON MIFFLIN CO.	954814389	TEXTBOOKS	15,435.14	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	40,439.23
J W PEPPER & SON INC	289194254	SUPPLIES	12.60	
			Vendor Total:	12.60
JACKSON SERVICES	426902	SUPPLIES	40.78	
JACKSON SERVICES	4312989	SUPPLIES	56.37	
			Vendor Total:	97.15
JOSTEN'S INC	24533966	SUPPLIES	698.69	
JOSTEN'S INC	738396	SUPPLIES	54.43	
			Vendor Total:	753.12
KSB SCHOOL LAW	8080	LEGAL SERVICES	1,252.00	
			Vendor Total:	1,252.00
M & O DOOR PRODUCTS	0095815-IN	REPAIRS	1,957.00	
			Vendor Total:	1,957.00
MADISON STAR MAIL	13841	PUBLICATIONS	12.76	
MADISON STAR MAIL	13851	PUBLICATIONS	51.06	
MADISON STAR MAIL	13858	PUBLICATIONS	63.00	
MADISON STAR MAIL	13860	PUBLICATIONS	117.04	
MADISON STAR MAIL	13876	PUBLICATIONS	57.00	
MADISON STAR MAIL	13877	PUBLICATIONS	13.25	
			Vendor Total:	314.11
MCGRAW-HILL EDUCATION BOOK COMPANY	112746051001	TEXTBOOKS	1,466.36	
MCGRAW-HILL EDUCATION BOOK COMPANY	112746051002	TEXTBOOKS	1,466.44	
			Vendor Total:	2,932.80
MENARDS - NORFOLK	85088	SUPPLIES	122.37	
MENARDS - NORFOLK	85311	SUPPLIES	452.00	
MENARDS - NORFOLK	85553	SUPPLIES	111.15	
MENARDS - NORFOLK	85791	SUPPLIES	85.58	
MENARDS - NORFOLK	85970	SUPPLIES	114.92	
MENARDS - NORFOLK	86236	SUPPLIES	11.16	
			Vendor Total:	897.18
MPS ACTIVITY FUND	35528	REIMBURSEMENT	563.00	
			Vendor Total:	563.00
NE REGIONAL DEAF ED PROGRAM	0520 STMT	SERVICES	380.00	
			Vendor Total:	380.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	0520 STMT	MEMBERSHIPS	2,145.00	
			Vendor Total:	2,145.00
NORFOLK DAILY NEWS	0520 STMT	SUBSCRIPTIONS	330.00	
			Vendor Total:	330.00
NORFOLK TRANSMISSION	68375	REPAIRS	3,190.00	
			Vendor Total:	3,190.00
PAPER 101	178727-00	SUPPLIES	574.39	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	574.39
PRAEUNER, DANICA	0520 35522	REIMBURSEMENT	248.50	
			Vendor Total:	248.50
S&S WORLDWIDE	IN100518393-GEN	SUPPLIES	7.95	
			Vendor Total:	7.95
SCHOOL HEALTH CORPORATION	376017-00	SUPPLIES	39.96	
			Vendor Total:	39.96
SCHOOL SPECIALTY SUPPLIES	208125163637	SUPPLIES	14.50	
SCHOOL SPECIALTY SUPPLIES	208125163712	SUPPLIES	16.64	
			Vendor Total:	31.14
SHORT STOP, THE	0520 STMT	FUEL	35.16	
			Vendor Total:	35.16
SHOUTPOINT, INC	19617	CONTRACTED SERVICES	690.00	
			Vendor Total:	690.00
SPARKLIGHT (FORMERLY CABLE ONE)	0520 STMT	CABLE BOX	27.02	
			Vendor Total:	27.02
STATE FIRE MARSHALL OFFICE	3465	INSPECTION	60.00	
			Vendor Total:	60.00
SUBSCRIPTION SERVICES OF AMER	5075036	SUPPLIES	109.90	
			Vendor Total:	109.90
TROXELL COMMUNICATIONS	234168	SUPPLIES	17.28	
			Vendor Total:	17.28
U.S. POSTAL SERVICE	0620 STMT	BOX FEE	336.00	
			Vendor Total:	336.00
UNITED ART & EDUCATION	6579101	SUPPLIES	53.05	
			Vendor Total:	53.05
UPS STORE #4267, THE	19122	SUPPLIES	660.00	
			Vendor Total:	660.00
US BANK CARDMEMBER SERVICES	0520 STMT	POSTAGE	7.75	
			Vendor Total:	7.75
WATER ENGINEERING INC	IN54273	WATER SERVICE	250.04	
WATER ENGINEERING INC	IN54280	WATER SERVICE	175.00	
			Vendor Total:	425.04
WHITE, EMILY	0520 35523	REIMBURSEMENT	634.96	
			Vendor Total:	634.96
WINNERS' CIRCLE	52726	SUPPLIES	555.00	
WINNERS' CIRCLE	52742	SUPPLIES	288.05	
			Vendor Total:	843.05

Board Report

Unposted; Batch Description JUNE 2020 GENERAL FUND INVOICES

User ID: CELINE

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
WINSUPPLY NORFOLK NE CO	451201 00	SUPPLIES	52.65

Vendor Total: 52.65

Fund Total: 109,768.57

Checking Account Total: 109,768.57

September Board Meeting

Depreciation fund

McGraw Hill-\$7,287.93

Special Building fund

Fakler Architects-\$2,369.36

Mid-States Engineering & Testing-\$205.00

DWB, INC.-\$155,226.05

DWB, INC.-\$130,491.05

DWB, INC.-\$11,804.46

October Board Meeting

Depreciation fund

McGraw Hill-\$3765.85

DWB, Inc.-\$14,952.05

Special Building fund

DWB, Inc.-\$618,324.91

DWB, Inc.-\$139,772.40

Fakler Architects, LLC-\$508.08

November Board Meeting

Bond fund

BOK Financial-\$189,460.00

Special Building fund

DWB, Inc.-\$19,237.50

DWB, Inc.-\$187,756.19

DWB, Inc.-\$113,738.78

Fakler Architects, LLC-\$169.36

Mid-State Engineering & Testing-\$843.00

December Board Meeting

Depreciation fund

DWB, INC.-\$23,962.80

Special Building fund

MidState Engineering & Testing-\$889.00

Five Points Bank-\$678,554.37

DWB, INC.-\$250,070.96

DWB, INC.-\$83,411.61

Fakler Architects-\$169.36

January Board Meeting

Special Building Fund

DWB, Inc. - \$75,245.35 (MS Commons)

DWB, Inc. - \$132,185.85 (MHS Gym and Locker Room)

Mid State - \$710.00

Fakler Architects - \$6,419.36

Daktronics - \$91,626.00

Depreciation Fund

DWB, Inc. - \$32,427.30 (Bus Drop Off, Paving)

QCP Fund

Wells Fargo - \$1,002.58

February Board Meeting

Special Building Fund

DWB, Inc. - \$74,664.30 (MS Commons)
Mid State - \$1,574.50
Fakler Architects - \$6,419.36
DWB, Inc. - \$191,223.69 (MHS Gym and Locker Room)

March Board Meeting

Special Building fund

DWB, Inc. - \$68,160.15 (MS Commons)
DWB, Inc. - \$185,180.67 (MHS Gym and Locker Room)
Fakler Architechts - \$6,419.36

QCP Fund

BOK Financial - \$766.47

April Board Meeting

Special Building fund

DWB, Inc. \$82,096.98 MHS Gym and Locker Room
DWB, Inc. \$33,607.86 MS Commons
Fakler Architechts \$6,419.36

May Board Meeting

Special Building fund

Fakler Architects \$6,419.36
DWB, Inc. \$116,071.15 MHS Gym and Locker Room
DWB, Inc. \$145,126.12 MS Commons

Bond Fund

BOK Financial \$17,760.00

June Board Meeting

Special Building fund

DWB, Inc. \$27,958.50 MHS Fire Sprinklers
DWB, Inc. \$111,609.43 MS Commons
DWB, Inc. \$186,225.85 MHS Gym and Locker Room
Fakler Architects \$6,419.36
Five Points Bank \$50,724.15 Lease Debt Service
Heartland Communications \$3,254.00 Optic Cable
Heartland Communications \$12,885.00 Installation of Category 6 Data
Love Signs \$4,625.00 Install Video Scoreboard
Virco \$18,219.66 Furniture for middle school commons

**MADISON PUBLIC SCHOOLS
TREASURER'S REPORT**

May 31, 2020

General Fund

BALANCE

Last year's balance

Balance Forward as of	<u>April 30, 2020</u>				\$2,420,225.84	
Receipts		+	\$	1,435,124.31		
Expenditures		-	\$	589,528.16		
Balance as of	<u>May 31, 2020</u>				\$3,265,821.99	\$2,168,167.67

Employee Benefit Fund

Balance Forward as of	<u>April 30, 2020</u>				\$11,343.45	
Receipts		+	\$	2,720.18		
Expenditures		-	\$	573.65		
Balance as of	<u>May 31, 2020</u>				\$13,489.98	\$12,446.75

Petty Cash Fund

Balance Forward as of	<u>April 30, 2020</u>				\$2,451.29	
Receipts		+	\$	2,274.77		
Expenditures		-	\$	2,274.56		
Balance as of	<u>May 31, 2020</u>				\$2,451.50	\$2,466.36

Total Assets for General Fund

\$3,281,763.47 \$2,183,080.78

Depreciation Fund

Balance Forward as of	<u>April 30, 2020</u>				\$723,482.92	
Receipts		+	\$	612.79		
Expenditures		-				
Balance as of	<u>May 31, 2020</u>				\$724,095.71	\$841,811.22

Bond Fund

Balance Forward as of	<u>April 30, 2020</u>				\$122,114.79	
Receipts		+	\$	6,471.69		
Expenditures		-	\$	17,760.00		
Balance as of	<u>May 31, 2020</u>				\$110,826.48	\$156,061.53

Qualified Capital Purpose Fund

Balance Forward as of	<u>April 30, 2020</u>				\$488,158.44	
Receipts		+	\$	23,392.56		
Expenditures		-				
Balance as of	<u>May 31, 2020</u>				\$511,551.00	\$445,590.02

Special Building Fund

Balance Forward as of	<u>April 30, 2020</u>				\$2,409,742.46	
Receipts		+	\$	241,000.77		
Expenditures		-	\$	267,616.63		
Balance as of	<u>May 31, 2020</u>				\$2,383,126.60	\$5,834,230.86

Investment Checking

Balance Forward as of	<u>April 30, 2020</u>				\$324,334.64	
Receipts		+	\$	274.71		
Expenditures		-	\$	-		
Balance as of	<u>May 31, 2020</u>				\$324,609.35	\$318,828.91

May Approved Bills

Current Financial Position for Phase IV Project

Special Building Fund	Current Funds	Estimate Cost or Goal	Actual Cost
Project/requirement			
Gym and Locker rooms	\$3,912,547.00	\$3,592,191.00	\$2,716,768.30
Middle School Addition	\$1,757,203.00	\$1,678,133.00	\$1,459,489.87
Sprinklers	\$107,358.00	\$107,358.00	\$49,272.32
Lease Repayment	\$200,000.00		\$824,201.60
Working Capital	\$0.00		
Balance as of November 2018	\$5,869,750.00		
Total		\$5,377,682.00	\$5,049,732.09
Depreciation Fund			
Concrete Replacement	\$928,244.00	\$339,071.00	\$87,120.70
Bus Drop Off	\$3,231.00	\$3,231.00	\$87,120.70
Total		\$342,302.00	\$87,120.70

LINE #	DESCRIPTION	BUDGET	General Fund Receipts	
			CURRENT RECEIPTS	
	TOTAL LOCAL	\$5,677,613	\$4,494,667	
	TOTAL STATE	\$662,273	\$456,797	
	TOTAL FEDERAL	\$414,249	\$647,600	
3155	Textbook Loan	\$0	\$5,356	
3500	Education Quest	\$0	\$2,989	
3512	Distance Learning	\$0	\$845	
3535	High Ability Learners	\$0	\$4,358	
4105	Erate	\$0	\$5,594	
4505	Title I	\$0	\$108,757	
4506	Title I Part A	\$0	\$5,038	
4507	SIG Middle School	\$0	\$54,314	
4508	Title ID Delinquent Ed.	\$0	\$25,201	
4509	Title IIA, Educator Quality	\$0	\$25,916	
4510	Title IV Part A	\$0	\$2,245	
4512	IDEA Base	\$0	\$40,871	
4516	IDEA Base P/S	\$0	\$1,056	
4519	IDEA Enrollment Poverty	\$0	\$68,544	
4521	Idea Prop Share	\$0	\$21,989	
4525	Perkins	\$0	\$6,749	
4526	Title IC Migrant Education	\$0	\$91,419	
4531	21st Century ASP	\$0	\$10,327	
4310	REAP	\$0	\$32,500	
4708	Medicaid in Public Schools	\$0	\$4,499	
4709	Neb-Mac Funds	\$0	\$7,965	
5400	NON-REVENUE SOURCES (SOP)	\$0	\$55,219	
6212	Title Support for Improvements		\$65,848	
BUDGET OF EXPENDITURES				
		CURRENT BUDGET	ESTIMATED CURRENT SPENDING	% Remaining
1100	REGULAR EDUCATION	\$4,275,000.00	\$2,653,638	38%
1200	SPECIAL EDUCATION	\$830,000	\$701,334	16%
2100/2150	SUPPORT SERVICES - PUPILS	\$390,000	\$257,161	34%
2200	SUPPORT SERVICES - STAFF	\$180,000	\$135,297	25%
2310	BOARD OF EDUCATION	\$68,000	\$31,631	53%
2320	EXECUTIVE ADMINISTRATION	\$200,000	\$145,840	27%
2330	DISTRICT LEGAL SERVICES	\$235,000	\$12,770	49%
2410	OFFICE OF THE PRINCIPAL	\$475,000	\$203,275	57%
2510	GENERAL ADMINISTRATION/BS	\$300,000	\$143,634	52%
2610	MAIN. & OPERATION OF BLDG.	\$1,046,000	\$375,057	64%
2710	REGULAR TRANSPORTATION	\$128,000	\$71,335	44%
2712	SCHOOL AGE SPED TRAN.	\$20,000	\$10,463	48%
3535	HIGH ABILITY LEARNERS	\$2,500	\$5,905	-136%
6000	FEDERAL PROGRAMS	\$1,047,500	\$553,222	47%
8000	TRANSFER TO DEPRECIATION	\$0		
8000	TRANSFER TO ATHLETICS/LUNCH	\$0		
8000	TRANSFER TO OTHERS	\$38,000		100%
	BUDGET GROWTH	\$200,000.00		100%
	TOTAL BUDGET	\$9,025,000	\$5,300,562	41%

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 3

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

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

CONTRACT FOR:

Application No.: Application Date: Period To: Contract Date:

16 MAY 29, 2020 MAY 28, 2020 DEC 18, 2018

Project Nos:

Distribution List: Owner Construction Mgr
 Architect Field
 Contractor Other

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:	\$	57,114.74
3. Net Amount of Contract:	\$	1,735,247.74
4. Total Completed & Stored to Date:	\$	1,616,684.25
5. Retainage Summary:		
a. 5.00 % of Completed Work	\$	72,874.65
b. 5.00 % of Stored Material	\$	7,959.60
Total Retainage:	\$	80,834.25
6. Total Completed Less Retainage:	\$	1,535,850.00
7. Less Previous Applications:	\$	1,424,240.57
8. Current Payment Due, This Application:	\$	111,609.43
9. Contract Balance (Including Retainage):	\$	199,397.74
CHANGE ORDER Activity		
Total previously approved:	57,114.74	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	57,114.74	0.00
NET of Change Orders:	57,114.74	

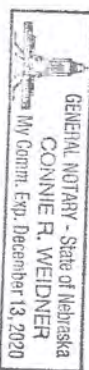
CONTRACTOR'S CERTIFICATION:

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) [Signature]
dwb, inc.

Date: MAY 29, 2020

State Authorized: Nebraska
County of: Madison



Subscribed and sworn to before me this 29th day of May, 2020
Notary Public: [Signature]
My Commission expires: 12/13/2020

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: \$111,609.43

[Signature]
(Architect's Signature) Date: 6/3/2020

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 3 Pages

From:

To:

Project:

Application No: 16

dwb, inc.
PO Box 626
Madison, NE 68748

Madison Public Schools
PO Box 450
Madison, NE 68748

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

Application Date: 5/29/2020
Period To: 5/28/2020
Contract Date: 12/18/2018
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
1	General	111,412.00	93,646.00	5,917.00	0.00	99,563.00	11,849.00	4,978.15
2	Demolition	6,685.00	6,685.00	0.00	0.00	6,685.00	0.00	334.25
3	Grading	49,600.00	49,600.00	0.00	0.00	49,600.00	0.00	2,480.00
4	Termite Treatment	929.00	929.00	0.00	0.00	929.00	0.00	46.45
5	Fill & Backfill	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00	300.00
6	Helical Piles	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00	5,650.00
7	Footings, Cast in place walls	139,000.00	139,000.00	0.00	0.00	139,000.00	0.00	6,950.00
8	Steel Reinforcement	28,614.00	28,614.00	0.00	0.00	28,614.00	0.00	1,430.70
9	Concrete: Floors, Steps, Stoop	33,646.00	33,646.00	0.00	0.00	33,646.00	0.00	1,682.30
10	Steel Erection	40,000.00	37,875.00	1,500.00	0.00	39,375.00	625.00	1,968.75
11	Masonry	78,500.00	40,000.00	30,000.00	0.00	70,000.00	8,500.00	3,500.00
12	Structural Steel	133,200.00	128,444.00	4,756.00	0.00	133,200.00	0.00	6,660.00
13	Rough Framing Carpentry	15,164.00	15,164.00	0.00	0.00	15,164.00	0.00	758.20
14	Finish Carpentry	2,480.00	2,480.00	0.00	0.00	2,480.00	0.00	124.00
15	Foam Fill Insulation	1,730.00	1,730.00	0.00	0.00	1,730.00	0.00	86.50
16	Foam Board Insulation	380.00	380.00	0.00	0.00	380.00	0.00	19.00
17	Rolled Air Barriers	8,557.00	8,557.00	0.00	0.00	8,557.00	0.00	427.85
18	Fluid Air Barrier & Flashings	3,475.00	2,713.00	762.00	0.00	3,475.00	0.00	173.75
19	Metal Roof, Siding, Soffit, FI	182,666.00	156,148.49	9,953.62	0.00	166,102.11	16,563.89	8,305.11
20	Existing Roof Tie In	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	250.00
21	Sealants	900.00	900.00	0.00	0.00	900.00	0.00	45.00
22	HM Doors & Frames	23,088.00	1,500.00	0.00	0.00	14,387.00	8,701.00	719.35
23	Coiling Doors	6,901.00	0.00	0.00	0.00	0.00	6,901.00	0.00
24	Aluminum Doors, Frames, Window	100,131.00	62,732.34	0.00	0.00	62,732.34	37,398.66	3,136.62
25	Metal Framing & Drywall	71,880.00	71,860.00	0.00	0.00	71,860.00	20.00	3,593.00
		1,162,938.00	1,006,603.83	52,888.62	12,887.00	1,072,379.45	90,558.55	53,618.98

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 3 Pages

From:

To:

Project:

Application No: 16

dwb, inc
PO Box 626
Madison, NE 68748

Madison Public Schools
PO Box 450
Madison, NE 68748

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

Application Date: 5/29/2020
Period To: 5/28/2020
Contract Date: 12/18/2018
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period E				
26	Ceramic Tile	41,715.00	8,978.00	21,385.80	2,232.00	32,595.80	9,119.20	1,529.79
27	Acoustical Ceiling	2,632.00	0.00	0.00	0.00	0.00	2,632.00	0.00
28	Painting	16,772.00	14,489.00	2,283.00	0.00	16,772.00	0.00	838.60
29	Resin Floors	6,930.00	0.00	6,930.00	0.00	6,930.00	0.00	346.50
30	RR Stalls & Accessories	20,257.00	274.00	10,286.50	0.00	10,560.50	9,696.50	528.03
31	Laminate Casework	9,241.00	6,000.00	3,241.00	0.00	9,241.00	0.00	462.05
32	Fire Sprinklers	16,106.00	9,395.40	760.60	5,950.00	16,106.00	0.00	805.31
33	Plumbing	151,038.00	110,615.00	0.00	40,423.00	151,038.00	0.00	7,551.90
34	HVAC	151,039.00	64,950.00	10,460.00	75,629.00	151,039.00	0.00	7,551.95
36	Electrical	99,465.00	74,386.00	3,008.00	22,071.00	99,465.00	0.00	4,973.25
37	C.O. #1	13,000.10	12,768.00	0.00	0.00	12,768.00	232.10	638.40
38	C.O. #2	2,877.80	2,877.00	0.00	0.00	2,877.00	0.80	143.85
39	C.O. #3	10,111.84	10,071.40	0.00	0.00	10,071.40	40.44	503.58
40	C.O. #4	3,485.20	429.00	0.00	0.00	429.00	3,056.20	21.45
41	C.O. #5	14,040.70	10,813.00	0.00	0.00	10,813.00	3,227.70	540.65
42	C.O. #6	13,599.10	7,359.00	6,240.10	0.00	13,599.10	0.00	679.96
		1,735,247.74	1,340,008.63	117,483.62	159,192.00	1,616,684.25	118,563.49	80,834.25

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

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

CONTRACT FOR: MHS (Gym & Locker Room)

Application No.: 16	Application Date: MAY 29, 2020	Period To: MAY 28, 2020	Contract Date: DEC 18, 2018
Project Nos:			
Distribution List:	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input checked="" type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

Contractor's Application for Payment

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

- Original Contract Amount: \$ 3,592,191.00
 - Net of Change Orders: \$ 59,811.18
 - Net Amount of Contract: \$ 3,652,002.18
 - Total Completed & Stored to Date: \$ 2,980,666.42
 - Retainage Summary:
 - 5.00 % of Completed Work \$ 143,758.03
 - 5.00 % of Stored Material \$ 5,275.30
 Total Retainage: \$ 149,033.33
 - Total Completed Less Retainage: \$ 2,831,633.09
 - Less Previous Applications: \$ 2,645,407.24
 - Current Payment Due, This Application: \$ 186,225.85
 - Contract Balance (Including Retainage): \$ 820,369.09
- | CHANGE ORDER Activity | Additions | Subtractions |
|----------------------------|-----------|--------------|
| Total previously approved: | 59,811.18 | 0.00 |
| Total approved this Month: | 0.00 | 0.00 |
| Sub Totals: | 59,811.18 | 0.00 |
| NET of Change Orders: | 59,811.18 | |

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.
for check

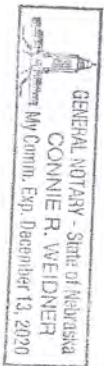
Date: MAY 29, 2020

State Authorized: Nebraska
County of: Madison

Subscribed and sworn to before me this 29th day of May, 2020

Notary Public: *Connie R. Weidner*

My Commission expires: 12/13/2020



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:

\$186,225.85

Michael D. Fakler

Date: *6/3/2020*

(Architect's Signature)

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 3 Pages

From:

To:

Project:

Application No: 16

dwb, inc.
PO Box 626
Madison, NE 68748

Madison Public Schools
PO Box 450
Madison, NE 68748

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

Application Date: 5/29/2020
Period To: 5/28/2020
Contract Date: 12/18/2018
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	(G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)							
26	Overhead Doors	3,551.00	0.00		710.00	0.00	710.00	20	2,841.00	35.50
27	Alum Doors, Frames, Windows	57,064.00	11,860.00		0.00	0.00	11,860.00	21	45,204.00	593.00
28	Metal Framing & Drywall	23,940.00	23,695.00		0.00	0.00	23,695.00	99	245.00	1,184.75
29	Ceramic Tile	21,637.00	18,036.91		3,000.00	0.00	21,036.91	97	600.09	1,051.84
30	Acoustical Ceiling	7,399.00	6,590.00		0.00	0.00	6,590.00	89	809.00	329.50
31	Painting	23,923.00	16,645.00		4,941.00	0.00	21,586.00	90	2,337.00	1,079.30
32	Resin Floors	22,400.00	0.00		22,400.00	0.00	22,400.00	100	0.00	1,120.00
33	Wood Gym Floor	126,900.00	6,345.00		0.00	56,394.00	62,739.00	49	64,161.00	3,136.95
34	RR Stalls & Accessories	21,079.00	6,846.00		10,287.50	0.00	17,133.50	81	3,945.50	856.68
35	Lockers	18,500.00	0.00		0.00	15,200.00	15,200.00	82	3,300.00	760.00
36	Gym Equipment	36,122.00	0.00		32,122.03	0.00	32,122.03	89	3,999.97	1,606.10
37	Laminate Casework	24,760.00	22,181.00		2,579.00	0.00	24,760.00	100	0.00	1,238.00
38	Telescopic Bleachers	90,675.00	0.00		0.00	0.00	0.00	0	90,675.00	0.00
39	Elevator	71,166.00	25,392.00		0.00	0.00	25,392.00	36	45,774.00	1,269.60
40	Fire Sprinklers	22,791.00	21,661.40		1,129.00	0.00	22,790.40	100	0.60	1,139.52
41	HVAC	195,285.00	195,285.00		0.00	0.00	195,285.00	100	0.00	9,764.25
42	Plumbing	195,285.00	152,425.00		24,183.25	0.00	176,608.25	90	18,676.75	8,830.41
43	Site Utilities	234,000.00	119,696.00		19,092.00	0.00	138,788.00	59	95,212.00	6,939.40
44	Electrical	195,178.00	183,165.00		11,117.00	0.00	194,282.00	100	896.00	9,714.10
45	C.O. #1 Unsuit Soils	10,556.30	10,556.30		0.00	0.00	10,556.30	100	0.00	527.82
46	C.O. #2	5,249.10	5,249.10		0.00	0.00	5,249.10	100	0.00	262.46
47	C.O. #3	5,716.18	5,240.00		0.00	0.00	5,240.00	92	476.18	262.00
48	C.O. #4	13,971.60	8,218.00		0.00	0.00	8,218.00	59	5,753.60	410.90
49	C.O. #5	10,786.60	3,580.00		0.00	0.00	3,580.00	33	7,206.60	179.00
50	C.O. #6	13,531.40	2,577.00		2,443.00	0.00	5,020.00	37	8,511.40	251.00
		3,652,002.18	2,673,823.21		201,337.21	105,506.00	2,980,666.42	82	671,335.76	149,033.33

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 3 Pages

From:

To:

Project:

Application No: 16

dwb, inc.
PO Box 626
Madison, NE 68748

Madison Public Schools
PO Box 450
Madison, NE 68748

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

Application Date: 5/29/2020
Period To: 5/28/2020
Contract Date: 12/18/2018
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C - G)	J Retainage (if Variable Rate)
			From Previous Application (D + E)							
1	General	489,556.00	368,077.00	24,294.00	0.00	0.00	392,371.00	80	97,185.00	19,618.55
2	Guard Rail, Striping, Signs	9,250.00	0.00	0.00	0.00	0.00	0.00	0	9,250.00	0.00
3	Drain Tile	5,980.00	5,456.00	0.00	0.00	524.00	5,980.00	100	0.00	299.00
4	Termite Treatment	2,618.00	2,618.00	0.00	0.00	0.00	2,618.00	100	0.00	130.90
5	Dumpster, Fencing, Erosion Con	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00	100	0.00	340.00
6	Grading	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100	0.00	1,500.00
7	Landscape	7,200.00	0.00	0.00	0.00	0.00	0.00	0	7,200.00	0.00
8	Fill & Backfill	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100	0.00	300.00
9	Footings & Cast in place walls	168,000.00	168,000.00	0.00	0.00	0.00	168,000.00	100	0.00	8,400.00
10	Steel Reinforcement	20,148.00	20,148.00	0.00	0.00	0.00	20,148.00	100	0.00	1,007.40
11	Concrete Floors, Steps, Stoops	43,470.00	43,470.00	0.00	0.00	0.00	43,470.00	100	0.00	2,173.50
12	Precast Panels	395,000.00	395,000.00	0.00	0.00	0.00	395,000.00	100	0.00	19,750.00
13	Precast & Steel Erection	197,300.00	175,400.00	7,000.00	0.00	0.00	182,400.00	92	14,900.00	9,120.00
14	Masonry	211,500.00	181,000.00	0.00	0.00	0.00	181,000.00	86	30,500.00	9,050.00
15	Structural Steel	174,500.00	136,988.75	33,375.00	0.00	0.00	170,363.75	98	4,136.25	8,518.19
16	Rough Framing Carpentry	19,604.00	19,604.00	0.00	0.00	0.00	19,604.00	100	0.00	980.20
17	Finish Carpentry	3,646.00	3,646.00	0.00	0.00	0.00	3,646.00	100	0.00	182.30
18	Fluid Applied Waterproofing	6,988.00	6,481.00	507.00	0.00	0.00	6,988.00	100	0.00	349.40
19	Foam Fill Insulation	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100	0.00	150.00
20	Foam Board Insulation	780.00	780.00	0.00	0.00	0.00	780.00	100	0.00	39.00
21	Air Barriers & Flashings	21,893.00	21,893.00	0.00	0.00	0.00	21,893.00	100	0.00	1,094.65
22	M Roof, Siding, Soffits, flash	328,700.00	226,817.75	2,157.43	0.00	0.00	228,975.18	70	99,724.82	11,448.76
23	Sealants	4,500.00	3,500.00	0.00	0.00	0.00	3,500.00	78	1,000.00	175.00
24	HM Doors & Frames	42,703.00	2,500.00	0.00	0.00	33,388.00	35,888.00	84	6,815.00	1,794.40
25	Hatch Doors	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	100	0.00	70.00
		2,200,536.00	1,828,579.50	67,333.43		33,912.00	1,929,824.93	88	270,711.07	96,491.25

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 2

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

PROJECT: MHS FIRE SPRINKLERS
MHS Fire Sprinkler System
Madison, NE

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

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

CONTRACT FOR:

Application No.: 8	Application Date: MAY 28, 2020	Period To: MAY 28, 2020	Contract Date: DEC 11, 2018
Project Nos:			
Distribution List:	Owner <input type="checkbox"/>	Construction Mgr <input type="checkbox"/>	
	Architect <input type="checkbox"/>	Field <input type="checkbox"/>	
	Contractor <input type="checkbox"/>	Other <input type="checkbox"/>	

Contractor's Application for Payment

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

- Original Contract Amount: \$ 107,358.00
- Net of Change Orders: \$ -10,102.00
- Net Amount of Contract: \$ 97,256.00
- Total Completed & Stored to Date: \$ 77,531.75
- Retainage Summary:
 - 5.00 % of Completed Work \$ 3,876.59
 - 5.00 % of Stored Material \$ 0.00

Total Retainage: \$ 3,876.59

- Total Completed Less Retainage: \$ 73,655.16
- Less Previous Applications: \$ 45,696.66

8. Current Payment Due, This Application: \$ 27,958.50

9. Contract Balance (Including Retainage): \$ 23,600.84

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	-10,102.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	-10,102.00
NET of Change Orders:	-10,102.00	

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.

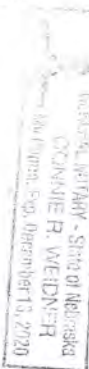
(Authorizing Signature)

dwb, inc.

Date: MAY 28, 2020

State Authorized: Nebraska
County of: Madison

Subscribed and sworn to before me this 28th day of May, 2020
Notary Public: *[Signature]*
My Commission expires: 12/31/2020



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: \$27,958.50

(Architect's Signature)

Michael D. Feller

Date: 6/31/2020

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:

To:

Project:

Application No: 8

dwb, inc.
PO Box 626
Madison, NE 68748

Madison Public Schools
PO Box 450
Madison, NE 68748

MHS FIRE SPRINKLERS
MHS Fire Sprinkler System
Madison, NE

Application Date: 5/28/2020
Period To: 5/28/2020
Contract Date: 12/11/2018
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	(G / C) %	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	General	5,255.00	2,378.00	1,000.00	0.00	3,378.00	64	1,877.00	168.90
2	Fire Sprinklers	102,103.00	55,825.75	28,430.00	0.00	84,255.75	83	17,847.25	4,212.79
3	C.O #1	10,102.00-	10,102.00-	0.00	0.00	10,102.00-	100	0.00	505.10-
		97,256.00	48,101.75	29,430.00	0.00	77,531.75	80	19,724.25	3,876.59

PARTIAL WAIVER & RELEASE OF LIEN


PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Amax Contracting, Inc 3509 Antelope Ave Kearney, NE 68847	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 6,590.00	\$	\$ 6,590.00	\$ 6,260.50	\$6,260.50
2. Mezz	\$2,000.00	\$	\$2,000.00	\$	\$

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Amax Contracting, Inc**

Signed: 

Date: 5 / 18 /2020

Title: Vice President

PARTIAL WAIVER & RELEASE OF LIEN


PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Complete Floors 1019 Monroe Ave Norfolk, NE 68701	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Date	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 21,637.00	\$6,118.00	\$ 27,755.00	\$3,517.72	\$7,388.34
2. Mezz	\$ 41,715.00	(-480.00)	\$ 41,235.00	\$8,528.68	\$10,760.71

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Complete Floors**

Signed: 
 Title: President

Date: 4/21/2020

PARTIAL WAIVER & RELEASE OF LIEN

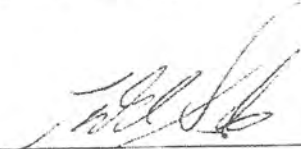
PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Complete Floors 1019 Monroe Ave Norfolk, NE 68701	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Date	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 21,637.00	\$8,121.00	\$ 29,758.00	\$9,940.24	\$17,328.58
2. Mezz	\$ 41,715.00	\$1,963.00	\$ 43,678.00	\$	\$10,760.71

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Complete Floors**

Signed: 

Date: 5/18/2020

Title: President

PARTIAL WAIVER & RELEASE OF LIEN

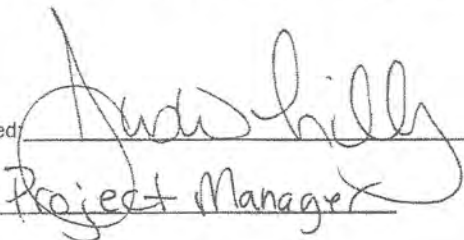
PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Volkman Plumbing & Heating 211 South 3rd St Norfolk, NE 68701	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Pay App	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gynn/Locker	\$553,594.00	-(-\$10,500.00)	\$543,094.00	\$13,749.35	\$130,871.35
2. Mezz/Comm	373,053.00		373,053.00	\$2,072.90	\$76,059.90

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Volkman Plumbing & Heating**

Signed: 
 Title: Project Manager

Date: 05/18 2020
~~2019~~

PARTIAL WAIVER & RELEASE OF LIEN

PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Binswanger Glass 1902 W Omaha Ave Norfolk, NE 68701	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 54,064.00	\$13,158.00	\$ 67,222.00	\$	\$16,497.70
2. Mezz	\$100,131.00	\$8,002.00	\$108,133.00	\$42,694.27	\$65,380.27

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Binswanger Glass**

Signed: 

Date: 5/19/2020

Title: 

PARTIAL WAIVER & RELEASE OF LIEN

PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Patzer Woodworking 414 E Juniper Ave Mitchell, SD 57301	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Date	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 21,135.00	-	\$ 21,135.00	\$22,181.00	\$22,181.00
2. Mezz	\$7,046.00	\$3,060.00	\$10,106.00	\$9,060.00	\$9,060.00

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Patzer Woodworking**

Signed Alii Patzer
Title Controller

Date 5/19/2020

PARTIAL WAIVER & RELEASE OF LIEN


PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Katelman Steel Fabrication 2030 2nd Ave Council Bluffs, IA 51501	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received

Pay App	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$ 174,500.00	\$9,911.00	\$184,411.00	\$6,014.00	\$143,003.50
2. Mezz/Comm	133,200.00	\$2,915.00	\$136,115.00	\$1,745.00	\$127,569.00

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Katelman Steel Fabrication**

Signed: 
 Title: PRESIDENT

Date: 5/19/2020

PARTIAL WAIVER & RELEASE OF LIEN

PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Schreiber Bros 2251 3rd Ave Columbus, NE 68601	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$19,985.00	\$586.00	\$20,571.00	\$9,500.00	\$15,812.75
2. Mezz	\$16,772.00	\$1,015.00	\$17,787.00	\$	\$14,177.75

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Schreiber Brothers**

Signed: 

Date: 5/19/2020

Title: President

PARTIAL WAIVER & RELEASE OF LIEN

PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Hernandez Masonry 993 Rd D1 Schuyler, NE 68661	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1 Gym	\$ 211,500.00	\$1,400.00	\$ 212,900.00	\$	\$171,950.00
2. Mezz.	\$78,500.00		\$78,500.00	\$28,500.00	\$38,000.00

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Hernandez Masonry**

Signed: *Hernandez Masonry*

Date: 5/26/2020

Title: *Owner*

Madison High School Phase IV 700 S Kent St Madison, NE 68748	White Castle Roofing PO Box 22133 Lincoln, NE 68542	dwb, inc. PO Box 626 Madison, NE 68748
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PROJECT
SUBCONTRACTOR/
SUPPLIER
CONTRACTOR
Date: 05/21/2020

PARTIAL WAIVER & RELEASE OF LIEN

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **White Castle Roofing**

Signed: [Signature]
Title: Commercial Logistics Coordinator

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym	\$273,132.00	818.33 In house	\$273,950.33	\$8,198.25	\$215,477.11
2. Mess	\$187,666.00	409.14 In house	\$188,075.14	\$29,103.30	\$148,341.12

PARTIAL WAIVER & RELEASE OF LIEN

PROJECT	SUBCONTRACTOR/ SUPPLIER	CONTRACTOR
Madison High School Phase IV 700 S Kent St Madison, NE 68748	Commonwealth Electric 472 26th Ave Columbus, NE 68601	dwb, inc. PO Box 626 Madison, NE 68748

WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

Project	Original Contract amount	Net change by C.O.	Amount of Contract as of the date of this lien waiver	Amount acknowledged as received by this partial waiver & release of lien	Total amount acknowledged as received to date
1. Gym/Locker	\$194,282.00	\$3,045.00 (9,476.00 IH)	\$206,803.00	\$13,659.10 (\$6,464.75 IH)	\$183,364.25
2. Mezz/Comm	\$100,361.00	\$13,463.40	\$113,824.40	\$18,955.35	\$ 104,414.87

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Company Name: **Commonwealth Electric**

Signed: _____

Date: 5, 21 /2020

Title: Vice President

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
Checking	5	Fund: 05 ACTIVITY FUND	
AMAZON.COM CREDIT	459746748886	PATCH Grant supplies	67.90
AMAZON.COM CREDIT	463637795838	PATCH Grant supplies	5.42
AMAZON.COM CREDIT	499976457784	PATCH Grant supplies	224.33
		Vendor Total:	297.65
FIELDS HARDWARE	5766558	Sprayer	14.99
		Vendor Total:	14.99
HEALY AWARDS, INC.	030979	"M" logo stickers	197.68
		Vendor Total:	197.68
MAKE A WISH NEBRASKA	Donation 2020	Student Council Donation	262.75
		Vendor Total:	262.75
NEBRASKA COACHES ASSOCIATION	2020-21 Membership	2020-21 NCA Memberships	985.00
		Vendor Total:	985.00
ONLINE STORES, LLC	#S06947561	US Flag	149.59
		Vendor Total:	149.59
PYRAMID SCHOOL PRODUCTS	S1411225.001	Floor Mats	87.48
		Vendor Total:	87.48
SCHOOL HEALTH CORPORATION	3760107-00	Supplies	347.53
		Vendor Total:	347.53
		Fund Total:	2,342.67
		Checking Account Total:	2,342.67

MADISON PUBLIC SCHOOLS					
<u>Activity Fund Balance Report</u>					
MAY 2020		Fund 05			
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	0.00	0.00	0.00	0.00	0.00
AD	6,251.92	842.28	4,000.00	0.00	9,409.64
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	1,586.42	90.00	0.00	0.00	1,496.42
Boys BB FR	486.91	0.00	0.00	0.00	486.91
Cheerleaders	72.69	0.00	0.00	0.00	72.69
Class of 2019	635.43	0.00	0.00	0.00	635.43
Class of 2020	1,945.22	0.00	438.00	0.00	2,383.22
Class of 2021	2,753.97	0.00	180.00	0.00	2,933.97
Class of 2022	828.22	0.00	238.00	0.00	1,066.22
Class of 2023	190.00	0.00	110.00	0.00	300.00
Concessions	14,627.71	0.00	0.00	0.00	14,627.71
Courtesy	2,602.95	0.00	0.00	0.00	2,602.95
Cross Country	32.04	40.00	50.00	0.00	42.04
Cross Country FR	1,054.61	0.00	0.00	0.00	1,054.61
Danceline	400.26	0.00	0.00	0.00	400.26
District Funds	11,275.26	0.00	140.67	0.00	11,415.93
Educators Rising	867.28	0.00	0.00	0.00	867.28
Elem Activity Acct	2,260.42	297.65	2,800.00	0.00	4,762.77
Elem PTO	1,684.47	0.00	0.00	0.00	1,684.47
Elem Student Council	47.00	0.00	0.00	0.00	47.00
ELL Class	630.75	0.00	0.00	0.00	630.75
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	1,740.53	0.00	0.00	0.00	1,740.53
FCCLA	307.83	0.00	549.00	0.00	856.83
FFA	4,800.94	0.00	116.00	0.00	4,916.94
Football	2,111.05	152.50	0.00	0.00	1,958.55
Football FR	465.71	0.00	223.00	0.00	688.71
Football Youth	250.00	0.00	0.00	0.00	250.00
Girls BB	1,366.48	102.50	0.00	0.00	1,263.98
Girls BB FR	507.66	0.00	0.00	0.00	507.66
Golf	903.76	20.00	0.00	0.00	883.76
Golf FR	192.35	0.00	0.00	0.00	192.35
Homecoming	1,153.22	0.00	0.00	0.00	1,153.22
Honor Society	876.57	0.00	0.00	0.00	876.57
HS Student Council	1,414.15	262.75	0.00	0.00	1,151.40
M Club	4,952.68	0.00	0.00	0.00	4,952.68
Marketing Comm.	17,422.19	0.00	1,950.00	0.00	19,372.19
MS Activity Acct	4,005.32	0.00	500.00	0.00	4,505.32

<u>Lunch Fund Balance Report</u>					
MAY 2020	Fund 06				
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	34,625.22	33,507.22	31,119.97	0.00	32,237.97
					<u>FUND 06</u>

Student Fund Balance Report					
MAY 2020	Fund 12				
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	6,445.08	6,420.00	0.49	0.00	25.57
					FUND 12

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
Checking	06	Fund: 06 SCHOOL NUTRITION FUND	
APPEARA	0529301	Aprons & Mops	44.84
		Vendor Total:	44.84
CASH-WA DISTRIBUTING	12427784	Food	1,096.25
CASH-WA DISTRIBUTING	12446899	Food	1,051.26
		Vendor Total:	2,147.51
EHLERS, DENISE	Reimburse Lunch Bal	Reimburse Lunch Balance- Jordan	67.00
		Vendor Total:	67.00
HEARTLAND FIRE PROTECTION INC	42690	Semi-Annual Recertification-Range Hood	232.50
HEARTLAND FIRE PROTECTION INC	42693	Semi-Annual Recertification-Range Hood	185.50
		Vendor Total:	418.00
HERNANDEZ, RICARDO	Reimburse Lunch Bal	Reimburse Lunch Balance- Larissa	10.21
		Vendor Total:	10.21
HILAND DAIRY FOODS	330674	Milk	159.33
HILAND DAIRY FOODS	330675	Milk	172.83
HILAND DAIRY FOODS	330705	Milk	263.54
HILAND DAIRY FOODS	330706	Milk	277.41
HILAND DAIRY FOODS	330726	Milk	58.10
HILAND DAIRY FOODS	330741	Milk	194.57
HILAND DAIRY FOODS	330742	Milk	157.83
HILAND DAIRY FOODS	330774	Milk	127.82
HILAND DAIRY FOODS	330775	Milk	256.91
HILAND DAIRY FOODS	330807	Milk	170.95
HILAND DAIRY FOODS	330808	Milk	23.24
HILAND DAIRY FOODS	330809	Milk	189.34
HILAND DAIRY FOODS	330839	Milk	167.19
HILAND DAIRY FOODS	330840	Milk	229.05
HILAND DAIRY FOODS	330874	Milk	157.83
HILAND DAIRY FOODS	330875	Milk	277.79
		Vendor Total:	2,883.73
MEDINA, KARLA	Reimburse Lunch Bal	Reimburse Lunch Balance- Milton Romero	8.60
		Vendor Total:	8.60
MPS GENERAL FUND	April 2020 Salaries	April 2020 Salaries & Benefits	22,328.96
		Vendor Total:	22,328.96
RAMIREZ, BLANCA	Reimburse Lunch Bal	Reimburse Lunch Balance- Alexis	16.55
		Vendor Total:	16.55
SCHEFFLER, TANYA	Reimburse Lunch Bal	Reimburse Lunch Balance- Reid	12.75
		Vendor Total:	12.75
SYSO LINCOLN	361062553	Food & Paper Supplies	1,628.32

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
SYSCO LINCOLN	361069657	Food & Paper Supplies	1,651.50
SYSCO LINCOLN	361072158	Food - Short on truck	(26.02)
SYSCO LINCOLN	361077410	Food	1,481.57
		Vendor Total:	4,735.37
US FOODS, INC.	4217420	Commodities	948.81
		Vendor Total:	948.81
		Fund Total:	33,622.33
		Checking Account Total:	33,622.33

Madison Public Schools Fleet report May of 2020				2019	2019	Total	
Type	Make	Year	VIN	Capacity			
Silver Act. Van	Ford	10-1	1FBNE3BL7ADA85997	11	92,831	100,082	7,251
Silver Act. Van	Ford	10-2	1FBNE31L97DB07857	11	81978	88453	6,475
Silver Act. Van	Ford	10-3	1FBNE3BL5ADA61930	11	69159	74409	5,250
Old Sped Van	Ford	07	1FBNE3BL6ADA76018	11	161,826	166,599	4,773
New SPED Van	Ford	2014	1FBNE3BL5EDA14996	11	84,248	93,839	9,591
White (15) Van	Ford	2000	1FBSS31S6YHB90053	1	125,423	136,163	10,740
Sped Car	Ford	2017	1fahp2d84hg108236	5	3530	5295	1,765
Expedition	Ford	2012	1FMJK1J51CEF12450	8	42,654	47,012	4,358
Impala	Chevy	2012	2G1WG5E31C1337025	5	94,732	101,240	6,508
pickup	Chevrolet	2006	1GCEK14V66E29015	3	89,731	91,638	1,907
bus	International	2004	4DRBRABM34B965557	59	93,144	103,476	10,332
bus (Norfolk)	International	2006	4DRBUAFM37B367949	59	99,907	107,772	7,865
bus	Blue Bird	2013	1BAKDCPH8DF291628	59	86,570	93,205	6,635
bus	Freightliner	2014	4UZABPDWXWCF9690	59	61,685	69,684	7,999
Windstar	Ford	2002	2FMZA51462BB03455	7	Traded		
mini bus	GMC	2001	1GDJG31F011206611	28	Traded		
blue van	Ford	1997	1FBNE3BL7ADA85997	1	Traded		
mini bus	GMC	2001	1GDJG31F011206611	28	Traded		
bus	International	1998	1HVBBABM3WH558390	59	Traded		
bus	International	1999	1HVBBABP6XH205153	59	Traded		
Needs				Bus Total			32,831
				Activity Van			23,749
				SPED Van/car			11,356
				Migrant			500
Bus Barn at some point and time?				Maintenance			12,647
				Staff Use			10,866
				Total Miles			91,949
Notes:							
				Recent Mileage Totals/Trends			
Bus Mileage decreased by 7,405 miles from 2019				2015	128,235		
Activity van mileage decreased by 7,734 miles.				2016	108,804		
				2017	111,874		
				2018	109,024		
				2019	104,072		
Total Mileage decrease of 12,123 for the year				2020	91,949		

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

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

Travis Jordan

Director of CAI

Crystal Ernst

Instructional Coach

Landon Mackey

Athletic Director

Celine Filsinger

Office Manager

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

Current buses:

- 2004 International 59 passenger: 103,476 miles (oil leak in rear main smokes some) Used on the south route
- 2006 International 59 passenger: 107,772 miles (Bought from Norfolk for \$35,000 and have about \$10,000 in recent repairs) Used on the north route
- 2013 Blue Bird 59 passenger: 93,205 miles (Used for activities and bus route as needed.) Has underneath storage for activities
- 2014 Freightliner 59 passenger: (Used for activities and routes as needed.)

2017 Freightliner 53 passenger: 28,433 miles with AC for \$66,750

2018 Freightliner 53 passenger: 15,370 miles \$66,250

2018 Blue Bird 65 passenger: 37,000 miles \$62,750

2018 Blue Bird 53 passenger: 30,000-50,000 miles \$63,900

2017 Blue Bird 59 passenger: 24,200 miles \$66,950

2017 Blue Bird 53 passenger: 30,000-50,000 miles \$58,900

2017 Blue Bird 65 passenger: 41,000 miles \$59,900

2016 Blue Bird 53 passenger: 25,000-35,000 miles \$52,750

2018 Freightliner – Thomas C2

53 Passenger Capacity *35 @ 2 per seat*
Engine: Cummins ISB 6.7 Liter – 220 HP/600 Torque
Transmission: Allison 2500 – 5 Speed Automatic
Brakes: Hydraulic
Mileage: 15,370 as of 01/09/2020

ADDITIONAL SPECIFICATIONS:

100 Gallon Fuel Tank (mounted between frame rails)
240 Amp Alternator
Triple (3) Batteries
750 Watt Block Heater
11R22.5 Tires w/ Mud & Snow Tread on Rear
Cruise Control
Tilt Steering Wheel
LED Lights
39" School Bus Seats
Tinted Windows
Heated/Remote Control Review Mirrors
LED Stop Arm Lights
AM/FM Radio w/ PA
Strobe Light
Back Up Alarm
Dual (2) 84,000 BTU Rear Heater
Tinted Windows
Roof Painted White
Remaining Factory Engine & Transmission Warranty until 2022

7000 8

PRICE.....\$66,250.00

65,500.00
\$65,000.00 +
Add'l. fuel



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: 14

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: 6/1/2020	Time: 5:30pm-6:45pm	Weather: mostly sunny	Temp. Range: 93F
Est % of Completion Gym: 88.0%	Conformance with schedule (+,-) -		
Est % of Completion Comm: 93.0%	Present at Site:		
Est % of Completion Fire: 80.0%	Alan Ehlers - Madison P.S.		
Est % of Completion Paving: 27.0%	Harlow Hanson - Madison P.S.		
Work in Progress:	Jim Knapp - Madison P.S.		
sawcutting paving near tower entrance	Doug Wagner - DWB		
	Ken Daberkow - DWB		

Observations:

On site to perform a general observation and to approve the draw requests. Draw requests were submitted for the Gym, Commons, and Firesprinkler projects. All three draw requests were approved as submitted. The floor in the Commons is scheduled complete this week. Doors are delayed until the 2nd week of June. Restrooms will be finished this week. Gym flooring will start this week. The elevator is delayed until the 2nd or 3rd week in June. Locker installation started today and should finish by the end of the week. Locker room benches will be installed the week of June 8th. The basketball equipment has been installed. The flooring is complete in the locker rooms. Exterior brick should be finished by June 15th. The retaining wall north of the parking lot has been completed. Fascia and gutter installation has begun. The west side angle bar steel on the ramp running along the east exterior wall of the gym is not epoxy coated, and a significant number of bars are missing. Cut standard bars off and apply protective coating as instructed by structural engineer. Install epoxy coated bars and cut decking back from exterior wall as shown in structural details.

Items to Verify: None

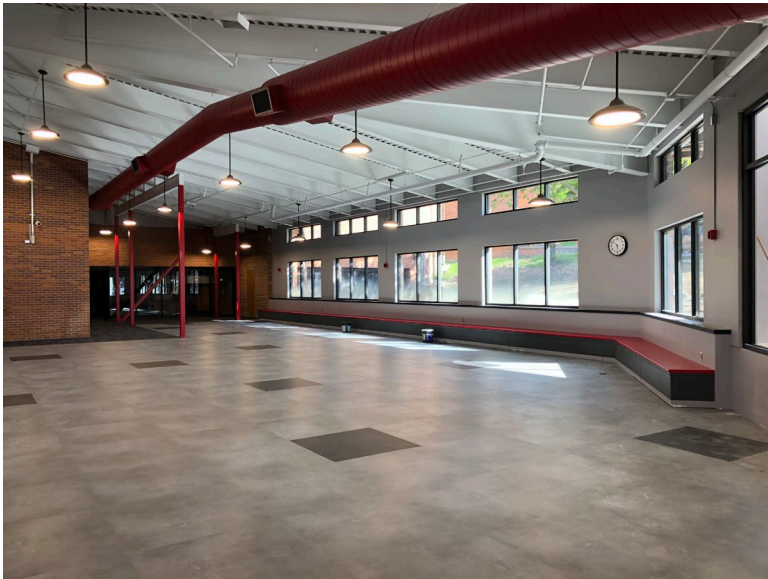
Information or Action Required: Contractor make corrections noted

Attachments: Pictures

Report By: Michael D. Fakler, Architect



West exterior looking North



Commons looking South



Boy's Locker room



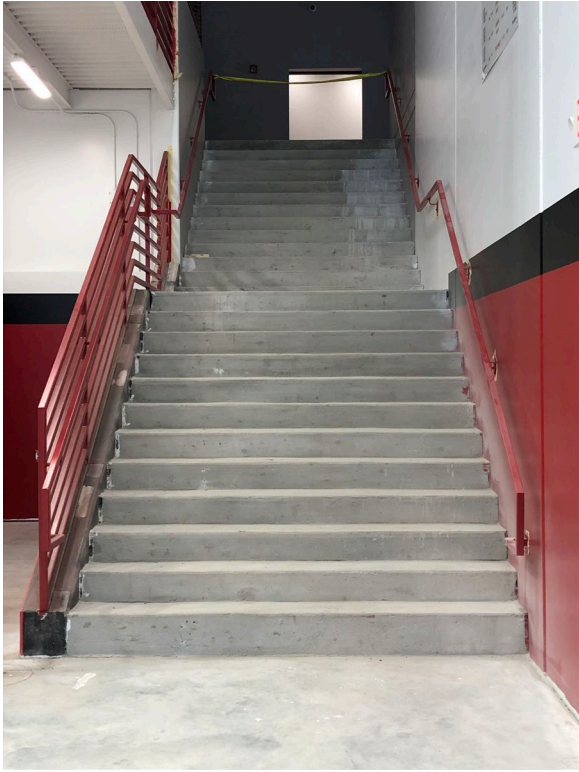
Girl's Locker room



Gymnasium wall art



Gymnasium looking East



Stair railings



East ramp



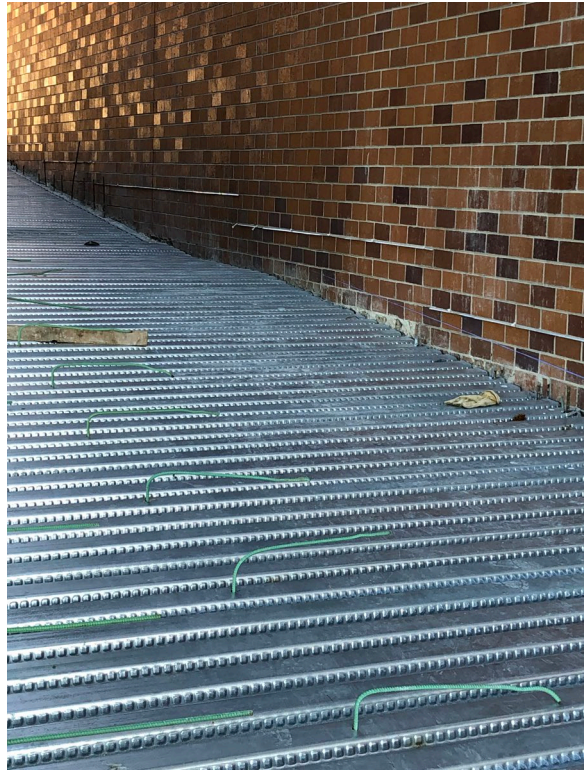
Retaining wall North of parking lot



East ramp



East ramp standard bar at wall should be epoxy coated



Angle bars missing at mid-point of ramp



Gym main entrance



Locker room bus drop off



NEBRASKA

DEPARTMENT OF EDUCATION

June 3, 2020

To: Nebraska Public School Superintendents, Non-Public School Superintendents, and ESU Administrators
CC: State Board of Education, Commissioner's Cabinet, and NDE Leadership

I am saddened by the events that recently occurred in Minneapolis with the senseless death of George Floyd and join those who express their concerns through peaceful means in public protest. I also recognize the protests over the past week are not simply in response to recent violence against the African American community, but they are a manifestation of frustrations spawned from generations of racism, disenfranchisement, and marginalization realized by many of our community members and students across the state.

The role of education is a system for change and improvement. As the pandemic continues to unfold, we see the power and place schools have in their communities. Standing idly by during this time is not responsible. We, in education, have an opportunity to hear voices that are too often excluded from developing education policies reflective of our diverse communities. We must create space to genuinely and intentionally embed racially diverse perspectives into our conversations and actions.

For the past three years, the Nebraska Department of Education has been highlighting “equity.” The events of the past few nights have clearly exhibited the need to move from aspirational messages of approaching equity to specific actions designed to identify and confront inequities.

One third of Nebraska students identify as a student of color. Our students across the state become our future teachers, leaders, businesspeople, policymakers, doctors, lawyers, police officers, and productive workforce overall. The conversation about racial inequities must occur everywhere to prepare our students in every corner of the state to better face the challenges of our nation. This cannot fall solely on those who have suffered discrimination but to all of us as educators and citizens of a peaceful state and nation. I encourage all Nebraskans to reflect and develop a critical consciousness and sense of responsibility for action for this generation of students and the generations that follow.

The Nebraska Department of Education (NDE) is committed to leading and supporting all Nebraskans in learning, earning, and living. This starts with an unabashed commitment to action for racial justice. Here's how we plan to do that in the education space:

1. Engage students, educators, families, and communities who are historically marginalized.
2. Promote active [anti-racist teaching and leading](#) and commit to culturally relevant standards, pedagogy, and materials.
3. Provide resources to support productive conversations and safe and welcoming environments at the classroom level.
4. Emphasize future investments to address trauma-informed care and restorative justice.
5. Continue to insist upon accountability for student group performance, and supporting schools in tailoring services for student groups.
6. Address the goal of racial parity at NDE and in the educator workforce statewide.

In the end, we are building a society everyday through the education of Nebraska's students. Our future is dependent upon the effort we put forth today.

Matthew L. Blomstedt, Ph.D.
Commissioner of Education

Madison Public Schools

Alan Ehlers
Superintendent
Jim Crilly
HS Principal/AD
Reid Ehrisman
MS Principal/IPM/EL

700 So Kent St.
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Karla Kush
Elementary Principal
Travis Jordan
Director of CAI
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 2020

- **Planning for the 2020-21 School Year**

At this point behind the scenes planning for the start of school has started with several conversations with the school nurses and Health officials in regard to PPE items that might be needed. At this point we are looking into having staff and students wear masks if required or recommended by local health officials.

Sample masks have been requested and we are looking at the purchase of up to 2 washable masks per staff member if needed. For the students we are researching disposable masks. Also, I will be looking into the price to purchase body temperature scanners to place by the front door of each building.

Based on current guidance schools are encouraged to limit the number of exits that students enter our building which is going to bring challenges at times. During the weekly Nebraska Department update they suggest that schools in certain hot spot areas may be required to have students wear masks daily.

It sounds like additional guidance will be coming out in mid-June to help schools begin planning for the school year. We are actively trying to purchase supplies prior to August when items might be in short supply.

During Migrant summer school in July we hope to require staff and students wear masks on a trial basis as sort of a test run to guide us on the future.

- **Phase IV update:**

Attached to my report is the field report #14. The Scoreboards and speaker systems have been wired and should be field tested next week. We are having Mr. Koopman teach a tech class next year and take a lead to have students working on curriculum for the video board. The majority of surveillance cameras are now in place but still waiting on the masons to finish the brick to add the last two cameras to the north side of the gym. The cement ramp between the gym and the north wing should be poured next week as well.

The elevator company won't be in until mid-June to begin work on that project. The gym floor company should be in next week to start the gym floor. The majority of the Middle School commons and the Concessions and Restroom will be complete before July 1st and DWB would like to complete a punch list for that area around July 6th during the building and grounds committee meeting.

The video screen and projector for the MS commons will be installed during June and July. We have received the TV for the concession stand area and are waiting on the wall mount to get this put in place.

Next Steps:

- Elevator company to start install around June 15th
- Gym floor install to begin in Early June
- Bleacher install in August
- Parking lot poured in late July
- Grass seed vs. Sod is a topic to discuss

Everyone still hoping for an August 10st completion of the project. It would be nice to hold our annual kickoff event in August in the new building, but we are going to see what restrictions are placed on that type of event.

Listed below are items I will be looking to purchase to furnish the new area.

- Ice machine (Tyson donation)
- Upright pop cooler (Will be donated)
- Washer and dryer (Tyson donation)
- Training table
- Cabinet for tape and medical supplies

○ ***Staffing update:***

- We have offered a work agreement to Tim Douglas from Madison to serve as a Custodian and Bus Driver. I believe Troy would like him based out of the Elementary building.
- Lunch Time Solutions is still working to finalize staffing.
- Graduation will take place on July 18th at 10:00 am at the football field. If inclement weather causes us to move the ceremony, we plan to allow each of the 39 graduates 6 tickets each to allow parents and grandparents to attend in the gym. We will be also not planning for a band and would be only have Superintendent, High School Principal, HS School counselor and board members who choose to attend on the stage. Under current guidelines we would need to keep attendance if held in the gym around the 280 number. At this point we are We are also planning a walk through on Friday morning July 17th with students at the football field.
- New staff bus tour and board supper on July 7th. With current COVID restrictions I would suggest that we take a year off from the bus tour and still hold the board new staff supper. Let's plan to have supper at 6:00 pm in the commons. Maybe the Middle School commons?
- The Little Dragons Child Care is starting to take shape. The Team has submitted an application to be considered for a \$5,000.00 grant. During the May meeting you will have the opportunity to approve the handbook. After that point we will be looking to get the word out to staff about Child Care opportunities.
- Migrant student summer school will begin on June 13th with enrichment packets being sent home until July 1st when we are hoping to bring students into the Elementary building until July 17.

- At this time one idea we are discussing is having the teachers come together on July 8th & 9th to plan for the upcoming school year. Current staff was allowed to leave duty free for 4-5 days prior to the district moving to Enrichment learning opportunities. I have had conversations with the MEA representatives who understand the situation. I'm very thankful to work in a district that has staff willing to do things to support our students.
- 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 8th, I will have 235.5 days logged and plan to end June at between 245-250 days. My contract days start over on July 1st. I will put a copy of the contract you approved into the packet for Harlow and Steve to sign at the board meeting.
- I have suggested holding a board Work Session on Friday July 10 from 6:00 pm to 9:00 pm or Saturday Morning July 11th from 9:00-12:00. But it sounds like we might have several conflicts with those dates.
- The Transportation committee has visited about several busing options and feels the purchase of the 2018 bus with remaining warranty until 2022 might be something the members of the board should consider. The bus would be purchased using funds from the depreciation fund.

2018 Freightliner 53 passenger: 15,370 miles \$65,000
- Sealed bids on surplus items are being accepted until June 5th. At this point it appears you will have a few bids to consider. You might want to consider putting the mowers on Jim Crilly's auction on June 20th if we don't receive the reserve price that was placed on the mowers.
- Annually the Superintendent is required to report to the board on Multicultural Education activities taking place at Madison Public Schools. Each year the principals are asked to have staff complete a form that lists the activities that showcase Multicultural activities taking place in their classrooms. A lot of these activities are built into our regular curriculum offerings in subjects such as Reading Language Arts and Social Sciences. The classroom teachers also do some additional activities that align to art that link to Multicultural Education.
- I wanted to make you aware that new requirements under Title IX will begin in August unless additional court hearing slow the process down. These changes will require additional training for district administrative employees with detail's coming out in the next several weeks. One note that was talked about in a recent KSB zoom meeting was that at the time of filing, a complainant must be participating in the school's education program. One thing that has been suggested is moving away from the Superintendent coordinator and giving this duty to the principal so the Superintendent can act as the officier when a complaint is brought forward. We will need to have a Title IX team.
- The Nebraska Department of Education is putting out guidelines for the Elementary Secondary School Emergency Relief Funds (ESSER). These funds are to be used for continuing to provide educational services while schools are closed, such as remote learning; and developing and implementing plans for the return to normal operations. Madison Public schools will receive \$128,298 in additional funds with \$15,246 going to local private schools. Before we get to excited about the additional funds please keep in mind the additional costs that

may be required to provide PPE materials for staff and students along with online learning requirements as needed.

- With moving away from the normal operations in serving breakfast and lunch in March we have lots of unused food supplies in which we have paid for and in our kitchens. Lunch Time Solutions will come in June of inventory items so that we receive credit for the food that is stored on hand.

So, with this situation the lunch fund account is down on funds. So, I just wanted to make you aware that we will need to look at a transfer of \$30,000 from General Fund to the Lunch Fund in July. Also, with Covid-19 we were paying food service staff for normal hours and served sack lunches which does not help our balance. We also look to make a transfer of \$25,000 from General Fund into the Activity fund as well.



2002
Organization of the Board, Board Officers, Check Signing, and
Committees

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. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to 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.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

4. 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.

5. 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;

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.

6. 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:

Revised on: 6/8/2020

Reviewed on: _____

Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team (team) shall consist of the Administrative team, school counselor and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely

with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Adopted on:

Revised on: 6/8/2020

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. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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:

Revised on: 6/8/2020

Reviewed on: _____

3056 Guest Speakers

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

Classroom or School-Sponsored Activity Guest Speakers. Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 20 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 10 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent/building Principal at least 20 days prior to the proposed appearance and the speaker submitted materials upon receipt.

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still

be of benefit to the students, (1) the employee and administrator will work with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 10 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

Other Requirements. The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: 6/8/20

Revised on: _____

Reviewed on: _____

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated Director of Transportation as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Director of Transportation may be contacted at 402-454-3336.

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or

receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include

the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on:

Revised on: 6/8/20

Reviewed on: _____

4062 Locker Room Supervision

Staff members, coaches, sponsors, and students must comply with the requirements of this policy while using locker rooms at the school district or at other locations.

Staff members, coaches, and sponsors must appropriately supervise students in locker rooms and other locations where students dress, change, or engage in similar activities. This supervision must occur at all times during curricular and extracurricular activities and includes, but is not limited to, the following:

- Entering and walking through the entire locker room at regular and irregular intervals to provide direct supervision and to assess student behavior.
- Maintaining an orderly locker room free from "horseplay" and other prohibited conduct.
- Maintaining a visual presence.
- Adequately addressing any misbehaviors.
- Escorting students to and from the locker room and the activity or instructional area.
- Unlocking the locker room so that students may enter, and locking the locker room after all students have exited the locker room.
- Searching the locker room to determine that all students have exited the locker room before locking it.
- Ensuring that the locker room remains locked during any activity.

If a student is found missing during an activity, the staff member, coach, or sponsor or adult designee shall check the locker room for the missing student.

The locker room must be locked at all times when unsupervised.

Only students whose team or activity is currently playing or are in-season or who are involved in a school-sponsored activity that requires or allows presence in the locker room are allowed access to the locker room before or after the regular school day.

Students are not allowed to enter or reenter the locker room without appropriate supervision.

If the staff member, coach, or sponsor is the opposite sex of the students, he or she may designate another adult of the same sex as the students to provide the required locker room supervision. This delegation does not remove ultimate responsibility from the staff member, coach, or sponsor who is subject to the obligations under this policy to ensure that such obligations are

met. By allowing their students to participate in an activity with a cross-gender coach, parents/guardians consent to the entry of the staff member or his or her designee into the locker room at any time as necessary to maintain student safety and order.

Staff members, coaches, and sponsors must remain with students until they are picked up by the parent, guardian, or other authorized person or the student leaves in his or her own transportation. Students must never be left unattended after a game, practice, or other school-sponsored activity. In other words, the staff member, coach, or sponsor should be the first one to arrive at the activity and the last one to leave.

Cell phones and other devices with visual or auditory recording capability may not be used in the locker room at any time or for any reason.

Under no circumstance may a staff member, coach, or sponsor delegate any responsibility under this policy to a student or other minor.

School administrators or their designees may make random checks to assess policy compliance.

Adopted on: _____

Reviewed on: _____

Amended 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. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own

employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

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: _____
Revised on: 6/8/20
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, referral to restorative justice practices or services, 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 cyberbullying, 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;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- n. 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: _____

Revised on: 6/8/20

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations. School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of

engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Adopted on: _____

Revised on: 6/8/20

Reviewed on: _____

6020 Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

Philosophy, Mission, and Program Goals. The school district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The school district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

District Guides, Frameworks, or Standards. Appropriate district staff and/or committee(s) will review the school district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

Selecting Appropriate Instructional Materials. Appropriate school district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the school district's multicultural education program.

Providing Staff Development. Appropriate school district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with school district and program goals.

Periodic Assessment. Appropriate school district staff and/or committee(s) will periodically review the school district's multicultural education program by reviewing the criteria in this policy to assess whether the school district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

Annual Status Report. The superintendent will provide the board with a

report on the status of the school district's multicultural education program annually.

Adopted on: _____
Revised on: 6/8/20
Reviewed on: _____

6021

District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 120 miles of the building of the district where the child attends when driving by ordinary public roadways, except include here any exceptions to these criteria necessary for specific assessments which the district would not obtain within the indicated area. Based on feedback from ESU Special Education Directors statewide, these exceptions might include the following: vision-related evaluations (120 miles); evaluations for severe autism spectrum disorder (120 miles); evaluations for severe psychiatric disorders (120 miles); evaluations for significant or atypical orthopedic disorders (120 miles); threat assessments 120 (miles); profound hearing impairments (120 miles). You should specifically identify such assessments after consulting with your special education or educational service unit staff, and include those and their relevant mileage range. If no assessments would require a deviation from this area, simply conclude this paragraph after the word "roadways."
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the

district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

Adopted on: _____

Revised on: 6/8/2020

Reviewed on: _____

6033

Restraint and Seclusion of Students

Restraint and seclusion, as defined below, are behavioral interventions. The use of such behavioral interventions must be in accordance with this policy. The following interventions do not constitute seclusion and restraint, and are not governed by this policy: voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

Definitions

Physical restraint refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.

Mechanical restraint refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical immobilization; or
- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Chemical restraint refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.

Seclusion refers to the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

Use of Restraint and Seclusion

The use of chemical restraint is strictly prohibited. The use of any seclusion or restraint intervention for punitive or disciplinary purposes is strictly prohibited. Similarly, the use of any technique that constitutes corporal punishment, which is the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Seclusion and/or restraint shall not be used for the convenience of staff or as a substitute for an educational program. When restraint or seclusion is used to respond to the danger of harm posed by a student's behavior, the intervention shall be discontinued as soon as the danger of harm has dissipated.

[Option A: Most Aggressive Approach]

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy as reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process.

[Option B: Aggressive Approach]

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy:

- as reasonably necessary where the student's behavior risks causing physical harm to self, others, and property;
- in accordance with the student's IEP, Section 504, or behavior intervention plan; *or*
- as otherwise prescribed, recommended, or suggested by a medical or related services provider.

[Option C: Conservative Approach]

The use of mechanical restraint is strictly prohibited. The use of physical restraint and seclusion is permitted in a manner consistent with this policy as reasonably necessary where the student's behavior risks causing physical harm to self or others.

Procedures

No technique shall restrict a student's breathing, deprive a student of basic needs, or unnecessarily expose a student to physical pain or discomfort.

Seclusion shall not be used for students who are severely self-injurious or suicidal. When seclusion is utilized as permitted by this policy, the following procedures shall be followed:

- The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;
- The confining space shall be appropriately lighted, ventilated, and heated or cooled; *and*
- The confining space shall be free from objects that unreasonably expose the student or others to harm.

If a pattern of behavior emerges that requires or is anticipated to require the use of restraint and/or seclusion for the student, the appropriate educators and/or team members shall review what assessments, evaluations, supports, services, programs, or placements are appropriate in light of the student's needs and circumstances.

Recording and Reporting

Each incident of restraint or seclusion must be recorded and reported as required by the building administrators.

Training

All staff members shall be provided notice of this policy and will be trained on its contents. The Superintendent or his or her designee will identify school staff members likely to implement the restraint or seclusion interventions authorized by this policy and arrange for those individuals to receive appropriate training on the appropriate implementation of such interventions and the use of other behavioral supports and interventions.

Adopted on: _____

Revised on: 6/8/20

Reviewed on: _____

Madison Public Schools Fleet report May of 2020				2019	2019	Total	
Type	Make	Year	VIN	Capacity			
Silver Act. Van	Ford	10-1	1FBNE3BL7ADA85997	11	92,831	100,082	7,251
Silver Act. Van	Ford	10-2	1FBNE31L97DB07857	11	81978	88453	6,475
Silver Act. Van	Ford	10-3	1FBNE3BL5ADA61930	11	69159	74409	5,250
Old Sped Van	Ford	07	1FBNE3BL6ADA76018	11	161,826	166,599	4,773
NewSPED Van	Ford	2014	1FBNE3BL5EDA14996	11	84,248	93,839	9,591
White (15) Van	Ford	2000	1FBSS31S6YHB90053	1	125,423	136,163	10,740
Sped Car	Ford	2017	1fahp2d84hg108236	5	3530	5295	1,765
Expedition	Ford	2012	1FMJK1J51CEF12450	8	42,654	47,012	4,358
Impala	Chevy	2012	2G1WG5E31C1337025	5	94,732	101,240	6,508
pickup	Chevrolet	2006	1GCEK14V66E29015	3	89,731	91,638	1,907
bus	International	2004	4DRBRABM34B965557	59	93,144	103,476	10,332
bus (Norfolk)	International	2006	4DRBUAFM37B367949	59	99,907	107,772	7,865
bus	Blue Bird	2013	1BAKDCPH8DF291628	59	86,570	93,205	6,635
bus	Freightliner	2014	4UZABPDWXWCF9690	59	61,685	69,684	7,999
Windstar	Ford	2002	2FMZA51462BB03455	7	Traded		
mini bus	GMC	2001	1GDJG31F011206611	28	Traded		
blue van	Ford	1997	1FBNE3BL7ADA85997	1	Traded		
mini bus	GMC	2001	1GDJG31F011206611	28	Traded		
bus	International	1998	1HVBBABM3WH558390	59	Traded		
bus	International	1999	1HVBBABP6XH205153	59	Traded		
Needs				Bus Total			32,831
				Activity Van			23,749
				SPED Van/car			11,356
				Migrant			500
Bus Barn at some point and time?				Maintenance			12,647
				Staff Use			10,866
				Total Miles			91,949
Notes:							
				Recent Mileage Totals/Trends			
Bus Mileage decreased by 7,405 miles from 2019				2015	128,235		
Activity van mileage decreased by 7,734 miles.				2016	108,804		
				2017	111,874		
				2018	109,024		
				2019	104,072		
Total Mileage decrease of 12,123 for the year				2020	91,949		

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

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

Travis Jordan

Director of CAI

Crystal Ernst

Instructional Coach

Landon Mackey

Athletic Director

Celine Filsinger

Office Manager

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

Current buses:

- 2004 International 59 passenger: 103,476 miles (oil leak in rear main smokes some) Used on the south route
- 2006 International 59 passenger: 107,772 miles (Bought from Norfolk for \$35,000 and have about \$10,000 in recent repairs) Used on the north route
- 2013 Blue Bird 59 passenger: 93,205 miles (Used for activities and bus route as needed.) Has underneath storage for activities
- 2014 Freightliner 59 passenger: (Used for activities and routes as needed.)

2017 Freightliner 53 passenger: 28,433 miles with AC for \$66,750

2018 Freightliner 53 passenger: 15,370 miles \$66,250

2018 Blue Bird 65 passenger: 37,000 miles \$62,750

2018 Blue Bird 53 passenger: 30,000-50,000 miles \$63,900

2017 Blue Bird 59 passenger: 24,200 miles \$66,950

2017 Blue Bird 53 passenger: 30,000-50,000 miles \$58,900

2017 Blue Bird 65 passenger: 41,000 miles \$59,900

2016 Blue Bird 53 passenger: 25,000-35,000 miles \$52,750

2018 Freightliner – Thomas C2

53 Passenger Capacity *35 @ 2 per seat*
Engine: Cummins ISB 6.7 Liter – 220 HP/600 Torque
Transmission: Allison 2500 – 5 Speed Automatic
Brakes: Hydraulic
Mileage: 15,370 as of 01/09/2020

ADDITIONAL SPECIFICATIONS:

100 Gallon Fuel Tank (mounted between frame rails)
240 Amp Alternator
Triple (3) Batteries
750 Watt Block Heater
11R22.5 Tires w/ Mud & Snow Tread on Rear
Cruise Control
Tilt Steering Wheel
LED Lights
39" School Bus Seats
Tinted Windows
Heated/Remote Control Review Mirrors
LED Stop Arm Lights
AM/FM Radio w/ PA
Strobe Light
Back Up Alarm
Dual (2) 84,000 BTU Rear Heater
Tinted Windows
Roof Painted White
Remaining Factory Engine & Transmission Warranty until 2022

7000 8

PRICE.....\$66,250.00

65,500.00
65,000.00 +
Additional

