

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

Board of Education Regular Meeting  
Monday, October 12, 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. Curriculum Showcase
5. Administrator and Other Reports
6. Board Committee Reports/Meeting dates
7. Action Items
  1. Discuss, consider and take all necessary action on resignations.
  2. Discuss, consider, and take all necessary action to approve contracts.
  3. Discuss, consider, and take all necessary action to reaffirm board policies 3001-3041.
  4. Discuss, consider, and take all necessary action on Board Policy 4040.
  5. Discuss, consider, and take all necessary action to adopt new policies from KSB School law.
  6. Discuss, consider, and take all necessary action to transfer \$15,000 from General Fund to the Lunch Fund.
  7. Discuss, consider, and take all necessary action to approve Change order #7 for the Phase IV project.
8. Topics for next month's Board of Education meeting
9. 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

- 1.1 Roll Call/excuse absent board members

Motion to call the meeting to order at 6:30 pm. Passed with a motion by Jim Reeves 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

- 1.2 Pledge of Allegiance
- 1.3 Open Meetings Act
- 1.4 Madison Public Schools Mission Statement

2: Consent Agenda

Motion made to accept the agenda as the official agenda. 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

3: Break for supper.

4: Discussion on options to address bleacher usage in the new gym

5: Watch video of NASB Regional Meeting.

6. Adjourn the Meeting

Motion to adjourn at 9:36 PM. Passed with a motion by Kate Ebeling and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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President

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Secretary

Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Absent, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 5 Absent: 1

1: Call the meeting to order

Motion to call the meeting to order at 7:02 pm. Passed with a motion by Harlow Hanson and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 Open Meetings Act
- 1.4 Madison Public Schools Mission Statement

2: Consent Agenda

Motion to approve consent agenda items 2.1, 2.2 & 2.3 as presented. Passed with a motion by Steve Ruh and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

Acco Brands USA LLC	Supplies	104.16
Albracht Disposal Service	Waste Disposal	325.00
Amazon.Com Credit	Supplies	29.74
Apple Computer, Inc.	Supplies/iPads	56,760.00
Apple, Inc.	Computer Repairs	299.00
Assetgenie, Inc. DBA Agirepair	Computer Repairs	269.00
BCN	Phone Service	103.55
Big Country Auto	Inspection	282.23
CDW – Government Inc.	Computer Supplies	1,715.19
Cech Excavating LLC	Maintenance	5,000.00
Central Nebraska Rehab Services	Services	709.50
Champs Inc	Sound System/Repairs	4,955.76
Choice Foods	Supplies	30.84
City of Madison	Utilities	11,043.17
Colonial Research Chemical	Supplies	635.50
Duerst, Brandon	Lawn Service	2,000.00
Eakes Office Solutions	Supplies	1,688.40
Ecolab Pest Elimination Division	Pest control	381.85
Educational Service Unit #8	Distance Learning/Training/Renewal	8,176.00
Eisenmann Supplies	Supplies	84.18
Federal Express Corporation	Shipping	111.75
Field's Hardware	Supplies	239.27
Floor Maintenance	Supplies	860.27
Frontier	Phone Service	704.94
Greatamerica Financial Services Corporation	Copier Lease	668.64
Hireright LLC, Inc.	Supplies	39.15
HyVee Food Store	Supplies	94.45
Innovative Office Solutions, LLC	Supplies	24.00
Jackson Services	Supplies	108.90
KSB School Law	Legal Services	672.50
Lakeshore Learning Materials	Supplies	861.35
Lifetrack Services	Survey	696.00
Lunchtime Solutions, Inc	Meals	626.13
Madison Star Mail	Publications/Supplies	486.76

Marzano Resources, LLC	Workshop	6,400.00
Menards-Norfolk	Supplies	282.70
Midwest Alarm Services	Inspection	150.00
Midwest Music Center (Barnhill Enterprises)	Supplies	223.50
MPS Petty Cash	Reimbursement	10.00
National Art & School Supplies Inc.	Supplies	26.51
Nebraska Association of School Boards	Membership	30.00
Nebraska Public Health Environmental Lab	Water Testing	15.00
Nebraska School Librarians	Membership	30.00
Norfolk Area Shopper	Advertising	203.00
One Office Solution	Supplies	1,215.99
One Source	Background Check	15.00
Positive Promotions Inc.	Supplies	2,977.44
Profire & Safety	Inspection	344.15
Proquest	Renewal	534.53
Pyramid School Products	Supplies	20.57
Quill Corporation	Supplies	74.99
Reigle Implement Co., Inc.	Maintenance	207.98
Renaissance Learning, Inc.	Training	600.00
RS Electric	Repairs	527.43
School Datebooks	Supplies	871.64
School Health Corporation	Supplies	68.00
School Specialty Supplies	Supplies	40.55
Scrub's Repair	Repairs	306.00
Short Stop, The	Fuel	1,150.93
Sparklight (Formerly Cable One)	Cable Box Rental	27.02
State Fire Marshall Office	Inspection	50.00
Teacher Direct	Supplies	99.80
Teaching Strategies	Supplies	860.40
Truck Center Companies, Freightliner	Supplies	42.61
Unkel, Nicole	Reimbursement	54.99
US Bank Cardmember Services	Supplies	5,004.51
Volkman Plumbing & Heating	Repairs	1,029.10
Voyager Sopris Learning	Supplies	549.73
Walmart Community	Supplies	983.76
Water Engineering Inc.	Water Service	425.04
Worthington Direct	Supplies	1,540.07

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 reaffirm Board policies 2001-2015.

Motion to reaffirm Board policies 2001-2015. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

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

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

10: Discuss, consider and take all necessary action on the 2020-21 General Fund Budget for the School District of Madison Public Schools #59-0001 with budgeted general fund disbursements and transfers of 9,331,570.00 as advertised and reviewed.

Motion to approve general fund budget. Passed with a motion by Jim Reeves and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

11: Discuss, consider, and take all necessary action on the 2020-21 budgets for the Depreciation Fund, Building Fund, Bond Fund, School Lunch Fund, QCPUF Fund, School Activities Fund, Student Fee Fund of Madison Public School District #59-0001 as advertised and reviewed.

Motion to approve the 2020-21 budget funds for Madison Public Schools. Passed with a motion by Steve Ruh and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

12: Discuss, consider, and take all necessary action on the 2020-21 Property Tax Resolution with the tax asking of \$7,200,721.00 with an estimated tax levy of \$0.921347 as advertised and reviewed for Madison Public Schools 59-0001.

Motion to approve final tax request and estimated levy for the 2020-21 school year for Madison Public Schools #59-0001. Passed with a motion by Jim Reeves and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

13: Discuss, consider, and take all necessary action to approve the administrative recommendation on Half Capacity Learning Guidelines and Full Remote Learning.

Motion to approve the administrative recommendations on Half Capacity and Full Remote Learning. Passed with a motion by Steve Ruh and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

14: Discuss, consider, and take all necessary action to allow Superintendent Ehlers the authority to move the district into half capacity or full remote learning during the 2020-21 school year.

Motion to allow the Superintendent Ehlers to move between learning plans as needed in the 2020-21 school year. Passed with a motion by Deb Neidig and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

15: Discuss, consider, and take all necessary action allowing Superintendent Ehlers to contract for home based internet access for students without such access at home for the 2020-21 school year.

Motion to allow Superintendent Ehlers to contract for home based internet service for those students that need such service. Passed with a motion by Jim Reeves and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

16: Discuss, consider, and take all necessary action to establish a procedure to handle staff leave required by health department quarantine.

Motion to allow staff to follow the DHM per the September 1<sup>st</sup> Governor's office release in regards to return to work requirements. Tabled with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

17: Discuss, consider, and take all necessary action on the districts option enrollment program.

Motion to approve the resolution on the districts option enrollment program. Passed with a motion by Deb Neidig and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

18: Discuss, consider, and take action on teaching staff use of sick leave if requested to quarantine but still be able to fulfill some teaching duties from home.

Motion to not charge teachers sick leave time if they can complete duties while on requested quarantine. Passed with a motion by Jim Reeves and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

19: Discuss, consider, and take all necessary action to purchase a plasma cutter table for the shop.

Motion to purchase a plasma cutter table for the shop in the amount of \$28,204.02. Passed with a motion by Jim Reeves and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

20: Discuss, consider, and take all necessary action to approve phase IV change orders as presented.

Motion to approve phase IV change orders. Tabled with a motion by Steve Ruh and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

21: Discuss, consider, and take all necessary action on bid for the districts' bus service.

Motion withdrawn with a motion by Steve Ruh and a second by Jim Reeves.

22: Discuss, consider, and take all necessary action on Board policy 4015.

Motion to allow a member of the Board of Education to hold the position of a district driver. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

23: Discuss, consider, and take all necessary action to approve the purchase of bus cameras for 4 of the districts buses at the estimated cost of \$11,385.00

Motion to approve the purchase of bus cameras for \$11,385.00. Passed with a motion by Kate Ebeling and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

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

25: Adjournment

Motion to adjourn at 9:03 PM. Passed with a motion by Kate Ebeling and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

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President

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Secretary

Budget Hearing  
Monday, September 14, 2020 6:30 PM Central

Middle School/High School Conference Room  
700 South Kent St., Madison, NE 68748

Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Absent, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 5 Absent: 1

- 1: Call the Hearing to order
  - 1.1 Roll Call
  - 1.2 Open Meetings Act

2: Discussion and review of the proposed 2020-21 School District Budget for all funds.

3: Public comment on the proposed budget.

4: Adjourn the Hearing

Motion to adjourn Hearing at 6:50 PM. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

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President

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Secretary

Special Hearing  
Monday, September 14, 2020 6:50 PM Central

Middle School/High School Conference Room  
700 South Kent St., Madison, NE 68748

Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Absent, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 5 Absent: 1

1: Call the Hearing to order

Motion to call the meeting to order at 6:50 pm. Passed with a motion by Harlow Hanson and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

- 1.1 Roll Call
- 1.2 Open Meetings Act

2: Discussion and review of the final tax request rates and proposed tax levy's for the 2020-21 school year.

3: Public comment on proposed tax rates.

4: Adjourn the Hearing

Motion to adjourn Hearing at 7:01 PM. Passed with a motion by Steve Ruh and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

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President

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Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	1		
Checking	1	Fund: 01 GENERAL FUND	
A TO Z VAC.N.SEW	2125	REPAIRS	144.75
		<b>Vendor Total:</b>	<b>144.75</b>
ALBRACHT DISPOSAL SERVICE	19142	TRASH DISPOSAL	155.00
ALBRACHT DISPOSAL SERVICE	19143	TRASH DISPOSAL	170.00
		<b>Vendor Total:</b>	<b>325.00</b>
ALPHA WORKFORCE HEALTH	12040	DOT PHYSICAL	65.00
		<b>Vendor Total:</b>	<b>65.00</b>
AMAZON.COM CREDIT	439387876678	SUPPLIES	291.42
AMAZON.COM CREDIT	447467589798	SUPPLIES	34.89
AMAZON.COM CREDIT	447873456977	SUPPLIES	26.96
AMAZON.COM CREDIT	463489659397 -	SUPPLIES	12.98
	1		
AMAZON.COM CREDIT	479938577754 -	SUPPLIES	5.99
	1		
AMAZON.COM CREDIT	565749637765	SUPPLIES	40.98
AMAZON.COM CREDIT	584934547999	SUPPLIES	211.67
AMAZON.COM CREDIT	783846588967	SUPPLIES	118.80
AMAZON.COM CREDIT	898438384656	SUPPLIES	3,594.18
AMAZON.COM CREDIT	946385697776	SUPPLIES	599.92
		<b>Vendor Total:</b>	<b>4,937.79</b>
APPLE COMPUTER, INC.	AD00073648	SUPPLIES	4,194.00
APPLE COMPUTER, INC.	AD02946771	SUPPLIES	279.00
		<b>Vendor Total:</b>	<b>4,473.00</b>
APPLE, INC	AD05955556	REPAIRS	49.00
		<b>Vendor Total:</b>	<b>49.00</b>
ASSETGENIE, INC DBA AGIREPAIR	1499147	REPAIRS	289.00
ASSETGENIE, INC DBA AGIREPAIR	1499169	REPAIRS	199.00
		<b>Vendor Total:</b>	<b>488.00</b>
BAILEY, SUSAN	0820 STMT	SERVICES	420.46
		<b>Vendor Total:</b>	<b>420.46</b>
BCN	22979058	PHONE SERVICE	139.61
		<b>Vendor Total:</b>	<b>139.61</b>
BILL BLANK AGENCY	1218	INSURANCE	1,070.00
		<b>Vendor Total:</b>	<b>1,070.00</b>
BRADY & AMY'S	53064	FUEL	71.43
BRADY & AMY'S	53066	FUEL	7.77
		<b>Vendor Total:</b>	<b>79.20</b>
CENTRAL NEBRASKA REHAB SERVICES	0820 STMT	SERVICES	3,604.37
		<b>Vendor Total:</b>	<b>3,604.37</b>
CHOICE FOODS	0920 STMT	FUEL	2,102.99
		<b>Vendor Total:</b>	<b>2,102.99</b>
CITY OF MADISON	0920 5045001	UTILITIES	463.83

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
CITY OF MADISON	0920 5095001	UTILITIES	274.45	
CITY OF MADISON	0920 5097002	UTILITIES	116.99	
CITY OF MADISON	0920 7007001	UTILITIES	2,608.93	
CITY OF MADISON	0920 7008001	UTILITIES	6,265.22	
		<b>Vendor Total:</b>		<b>9,729.42</b>
COLONIAL RESEARCH CHEMICAL	146139	SUPPLIES	99.00	
COLONIAL RESEARCH CHEMICAL	146145	SUPPLIES	130.96	
		<b>Vendor Total:</b>		<b>229.96</b>
CULLIGAN OF NORFOLK	114030	REPAIRS	49.95	
CULLIGAN OF NORFOLK	114034	SUPPLIES	472.50	
CULLIGAN OF NORFOLK	114209	SUPPLIES	2.00	
CULLIGAN OF NORFOLK	114768	SUPPLIES	2.00	
		<b>Vendor Total:</b>		<b>526.45</b>
CUSTOM SPORTS	28053	SUPPLIES	2,487.25	
		<b>Vendor Total:</b>		<b>2,487.25</b>
DAS STATE ACCTG-CENTRAL FINANCE OCIO	1235017	ERATE	1,809.22	
		<b>Vendor Total:</b>		<b>1,809.22</b>
EAKES OFFICE SOLUTIONS	8104257-0	SUPPLIES	103.04	
EAKES OFFICE SOLUTIONS	INV228230	SUPPLIES	2,340.00	
		<b>Vendor Total:</b>		<b>2,443.04</b>
ECOLAB PEST ELIMINATION DIVISION	3030234	PEST CONTROL	121.85	
		<b>Vendor Total:</b>		<b>121.85</b>
EDUCATIONAL SERVICE UNIT #2	NDE035	CANVAS SUBSCRIPTION	1,125.00	
		<b>Vendor Total:</b>		<b>1,125.00</b>
EGAN SUPPLY CO.	324165	SUPPLIES	7,105.68	
		<b>Vendor Total:</b>		<b>7,105.68</b>
ENGINEERED CONTROLS INC.	53902	MAINTENANCE	3,150.00	
ENGINEERED CONTROLS INC.	53903	MAINTENANCE	3,300.00	
		<b>Vendor Total:</b>		<b>6,450.00</b>
FIELDS HARDWARE	175481	SUPPLIES	1.99	
FIELDS HARDWARE	175527	SUPPLIES	17.99	
FIELDS HARDWARE	175594	SUPPLIES	5.97	
FIELDS HARDWARE	175654	SUPPLIES	4.49	
FIELDS HARDWARE	175710	SUPPLIES	9.00	
FIELDS HARDWARE	175723	SUPPLIES	23.47	
FIELDS HARDWARE	175724	SUPPLIES	11.98	
FIELDS HARDWARE	175737	SUPPLIES	14.96	
		<b>Vendor Total:</b>		<b>89.85</b>
FLOOR MAINTENANCE	Web-8102	SUPPLIES	113.71	
FLOOR MAINTENANCE	Web-8306	SUPPLIES	225.67	
FLOOR MAINTENANCE	Web-8451	SUPPLIES	7.20	
FLOOR MAINTENANCE	Web-8559	SUPPLIES	81.42	
		<b>Vendor Total:</b>		<b>428.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
FRONTIER	0920 STMT	PHONE SERVICE	704.94	
		<b>Vendor Total:</b>		<b>704.94</b>
GONZALEZ, FRANCISCO	35837	REPAIRS	40.00	
		<b>Vendor Total:</b>		<b>40.00</b>
GREATAMERICA FINANCIAL SERVICES CORPORATION	27754228	COPIER LEASE	668.64	
		<b>Vendor Total:</b>		<b>668.64</b>
HIATT, LARRY	0920 STMT	SAFETY SERVICE	380.00	
		<b>Vendor Total:</b>		<b>380.00</b>
HY-VEE FOOD STORE	1020 STMT	SUPPLIES	126.13	
		<b>Vendor Total:</b>		<b>126.13</b>
ISLAND SUPPLY WELDING CO.	643956	SUPPLIES	293.72	
		<b>Vendor Total:</b>		<b>293.72</b>
JACKSON SERVICES	4383545	SUPPLIES	68.12	
JACKSON SERVICES	4383546	SUPPLIES	40.78	
		<b>Vendor Total:</b>		<b>108.90</b>
KEN'S BAND INSTRUMENT REPAIR	2020-000642	REPAIRS	107.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000644	REPAIRS	149.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000647	REPAIRS	70.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000649	REPAIRS	54.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000651	REPAIRS	94.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000652	REPAIRS	112.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000654	REPAIRS	77.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000720	REPAIRS	153.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000725	REPAIRS	153.00	
KEN'S BAND INSTRUMENT REPAIR	2020-000776	REPAIRS	264.00	
		<b>Vendor Total:</b>		<b>1,233.00</b>
KSB SCHOOL LAW	8903	LEGAL SERVICES	3,733.50	
		<b>Vendor Total:</b>		<b>3,733.50</b>
LINCOLN ELECTRIC COMPANY, THE	909641618	SUPPLIES	15,000.00	
		<b>Vendor Total:</b>		<b>15,000.00</b>
MADISON STAR MAIL	14056	ADVERTISING	36.75	
MADISON STAR MAIL	14059	ADVERTISING	133.88	
MADISON STAR MAIL	14074	ADVERTISING	33.25	
MADISON STAR MAIL	14076	ADVERTISING	90.72	
MADISON STAR MAIL	14078	ADVERTISING	11.78	
		<b>Vendor Total:</b>		<b>306.38</b>
MARC (MID-AMERICAN RESEARCH CHEMICAL)	0712030-IN	SUPPLIES	530.11	
		<b>Vendor Total:</b>		<b>530.11</b>
MENARDS - NORFOLK	92580	SUPPLIES	129.60	
MENARDS - NORFOLK	93091	SUPPLIES	10.41	
MENARDS - NORFOLK	93175	SUPPLIES	75.16	
MENARDS - NORFOLK	93177	SUPPLIES	25.95	
MENARDS - NORFOLK	93286	SUPPLIES	102.77	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
				<b>Vendor Total: 343.89</b>
MIDWEST ALARM SERVICES	330249	ALARM SERVICE	1,041.36	
				<b>Vendor Total: 1,041.36</b>
MIDWEST MUSIC CENTER (Barnhill Enterprises)	208533	SUPPLIES	17.00	
				<b>Vendor Total: 17.00</b>
MPS LUNCH FUND	OCTOBER TRANSFER	TRANSFER TO LUNCH FUND	15,000.00	
				<b>Vendor Total: 15,000.00</b>
MPS-PETTY CASH	0920 REIMB	REIMBURSEMENT	659.59	
MPS-PETTY CASH	PO35940	REIMBURSEMENT	60.00	
				<b>Vendor Total: 719.59</b>
NE REGIONAL DEAF ED PROGRAM	0920 STMT	SERVICES	228.00	
				<b>Vendor Total: 228.00</b>
NEBRASKA APPLIANCE CENTER	INV010414	SUPPLIES	540.00	
				<b>Vendor Total: 540.00</b>
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	531680	WATER TESTING	15.00	
				<b>Vendor Total: 15.00</b>
NORFOLK DAILY NEWS	0820 STMT	ADVERTISING	189.60	
NORFOLK DAILY NEWS	0920 STMT	ADVERTISEMENT	811.92	
				<b>Vendor Total: 1,001.52</b>
NORFOLK PUBLIC SCHOOLS	5	SUPPLIES	880.00	
				<b>Vendor Total: 880.00</b>
O'KEEFE ELEVATOR CO., INC.	00519910	ELEVATOR MAINTENANCE	311.84	
				<b>Vendor Total: 311.84</b>
ONE SOURCE	2877-20200930	BACKGROUND CHECK	40.00	
				<b>Vendor Total: 40.00</b>
OTIS ELEVATOR COMPANY	CK15647001	REPAIRS	777.24	
				<b>Vendor Total: 777.24</b>
PITNEY BOWES	1016378405	RENTAL	117.00	
				<b>Vendor Total: 117.00</b>
PIZZA HUT OF MADISON	505922	SUPPLIES	123.00	
				<b>Vendor Total: 123.00</b>
PRIORITY COMMUNICATIONS & SOLUTIONS INC.	3464	REPAIRS	3,326.60	
				<b>Vendor Total: 3,326.60</b>
PYRAMID SCHOOL PRODUCTS	S1411320.002	SUPPLIES	6.90	
PYRAMID SCHOOL PRODUCTS	S1412448.002	SUPPLIES	52.93	
				<b>Vendor Total: 59.83</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
QUILL CORPORATION	10854598	SUPPLIES	114.08	
QUILL CORPORATION	10857976	SUPPLIES	14.10	
		<b>Vendor Total:</b>		<b>128.18</b>
REIGLE IMPLEMENT CO., INC.	0024808	REPAIRS	373.45	
		<b>Vendor Total:</b>		<b>373.45</b>
SCHEER'S ACE HARDWARE	358800	SUPPLIES	55.99	
SCHEER'S ACE HARDWARE	358851	SUPPLIES	132.99	
		<b>Vendor Total:</b>		<b>188.98</b>
SCHMIDT, COURTNEY	0920 STMT	MILEAGE	12.08	
		<b>Vendor Total:</b>		<b>12.08</b>
SCRUB'S REPAIR	199628	REPAIRS	756.51	
SCRUB'S REPAIR	199629	REPAIRS	436.90	
SCRUB'S REPAIR	199630	REPAIRS	278.68	
		<b>Vendor Total:</b>		<b>1,472.09</b>
SONOVA USA INC	5132226996	SERVICE PLAN	337.50	
		<b>Vendor Total:</b>		<b>337.50</b>
SPARKLIGHT (FORMERLY CABLE ONE)	1020 STMT	RENTAL	27.02	
		<b>Vendor Total:</b>		<b>27.02</b>
SUBWAY	0920 STMT	SUPPLIES	261.97	
		<b>Vendor Total:</b>		<b>261.97</b>
SYMMETRY ENERGY SOLUTIONS	8338684	UTILITIES	390.14	
		<b>Vendor Total:</b>		<b>390.14</b>
TRUCK CENTER COMPANIES, FREIGHTLINER	375843	REPAIRS	282.70	
		<b>Vendor Total:</b>		<b>282.70</b>
TWD LOCK, SAFE & KEY	7292	SUPPLIES	42.00	
		<b>Vendor Total:</b>		<b>42.00</b>
UPS STORE #4267, THE	19892	SUPPLIES	234.00	
		<b>Vendor Total:</b>		<b>234.00</b>
US BANK CARDMEMBER SERVICES	0920 STMT	SUPPLIES	3,097.80	
		<b>Vendor Total:</b>		<b>3,097.80</b>
VOLKMAN PLUMBING & HEATING	202046	REPAIRS	486.00	
VOLKMAN PLUMBING & HEATING	202156	REPAIRS	1,238.25	
		<b>Vendor Total:</b>		<b>1,724.25</b>
WALMART COMMUNITY	0920 STMT	SUPPLIES	158.00	
		<b>Vendor Total:</b>		<b>158.00</b>
WATER ENGINEERING INC	IN60404	WATER SERVICE	250.04	
WATER ENGINEERING INC	IN60426	WATER SERVICE	175.00	
		<b>Vendor Total:</b>		<b>425.04</b>
WILLIAM V. MACGILL & CO.	IN0732594	SUPPLIES	148.42	

Vendor Name

Invoice

Description

Amount

Vendor Total: 148.42

Fund Total: 107,415.70

Checking Account Total: 107,415.70

## September 2020 Board Meeting

### **Bond Fund:**

BOK Financial \$10,049.47

### **Depreciation Fund:**

DWB, Inc. \$8,930.00 MHS Bus drop, Paving

### **QCP Fund:**

Wells Fargo \$700.00

Wells Fargo (reimburse Activity) \$7,467.62 Because of COVID, the IRS didn't process credits on time, so we had to reimburse Wells Fargo until they catch up

### **Special Building Fund:**

DWB, Inc. \$17,179.80 North Stair Tower Fire Doors

DWB, Inc. \$42,154.51 MS Commons

DWB, Inc. \$202,110.15 Gym and Locker Rooms

DWB, Inc. \$960.63 Fire Sprinklers

Fakler Architects \$338.72

Mid State Engineering & Testing \$400.00

## October 2020 Board Meeting

### **Depreciation Fund:**

DWB, Inc. \$102,075.60 MHS Bus drop, Paving

### **Special Building Fund:**

DWB, Inc. \$72,528.22 Gym and Locker Rooms

Lincoln Electric Company \$13,304.02 Remainder of plasma cutting table after grant

Mid State Engineering & Testing \$1,014.00

September Approved Bills

**Current Financial Position for Phase IV Project**

<b>Special Building Fund</b>	Current Funds	Estimate Cost or Goal	Actual Cost
Project/requirement			
Gym and Locker rooms	\$3,912,547.00	\$3,592,191.00	\$3,500,587.00
Middle School Addition	\$1,757,203.00	\$1,678,133.00	\$1,711,583.00
Sprinklers	\$107,358.00	\$107,358.00	\$95,968.86
Lease Repayment	\$875,000.00		\$874,925.75
Working Capital	\$0.00		
Balance as of November 2018	\$5,869,750.00		
<b>Total</b>		\$5,377,682.00	\$6,183,064.61
<b>Depreciation Fund</b>			
Concrete Replacement	\$928,244.00	\$339,071.00	
Bus Drop Off	\$3,231.00	\$3,231.00	\$207,949.30
<b>Total</b>		\$342,302.00	\$207,949.30

# MADISON PUBLIC SCHOOLS

## TREASURER'S REPORT

September 30, 2020

### **General Fund**

					<b><u>BALANCE</u></b>	<i>Last year's balance</i>
Balance Forward as of	<u>August 31, 2020</u>				\$3,007,229.79	
Receipts		+	\$	1,112,690.13		
Expenditures		-	\$	644,816.13		
Balance as of	<u>September 30, 2020</u>				<b>\$3,475,103.79</b>	\$2,533,302.12

### **Employee Benefit Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$14,965.17	
Receipts		+	\$	3,388.52		
Expenditures		-	\$	463.22		
Balance as of	<u>September 30, 2020</u>				<b>\$17,890.47</b>	\$8,270.67

### **Petty Cash Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$2,420.69	
Receipts		+	\$	1,801.57		
Expenditures		-	\$	2,692.00		
Balance as of	<u>September 30, 2020</u>				<b>\$1,530.26</b>	\$2,448.13

### **Total Assets for General Fund**

**\$3,494,524.52** \$2,544,020.92

### **Depreciation Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$546,264.00	
Receipts		+	\$	445.56		
Expenditures		-	\$	8,930.00		
Balance as of	<u>September 30, 2020</u>				<b><u>\$537,779.56</u></b>	\$791,603.05

### **Bond Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$258,549.87	
Receipts		+	\$	6,356.53		
Expenditures		-	\$	10,049.47		
Balance as of	<u>September 30, 2020</u>				<b><u>\$254,856.93</u></b>	\$231,782.20

### **Qualified Capital Purpose Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$493,128.76	
Receipts		+	\$	8,079.64		
Expenditures		-	\$	700.00		
Balance as of	<u>September 30, 2020</u>				<b><u>\$500,508.40</u></b>	\$436,609.89

### **Special Building Fund**

Balance Forward as of	<u>August 31, 2020</u>				\$1,745,491.86	
Receipts		+	\$	159,133.29		
Expenditures		-	\$	263,143.81		
Balance as of	<u>September 30, 2020</u>				<b><u>\$1,641,481.34</u></b>	\$4,934,660.75

### **Investment Checking**

Balance Forward as of	<u>August 31, 2020</u>				\$325,425.99	
Receipts		+	\$	266.74		
Expenditures		-	\$	-		
Balance as of	<u>September 30, 2020</u>				<b><u>\$325,692.73</u></b>	\$321,335.79

LINE #	DESCRIPTION	BUDGET	General Fund Receipts	
			CURRENT RECEIPTS	
	TOTAL LOCAL	\$5,677,613	\$953,381	
	TOTAL STATE	\$662,273	\$7,327	
	TOTAL FEDERAL	\$414,249	\$100,401	
1800	Community Service	\$0	\$2,194	
1920	Grants/Donations	\$0	\$15,000	
3155	Textbook Loan	\$0		
3500	Education Quest	\$0		
3512	Distance Learning	\$0		
3535	High Ability Learners	\$0		
4105	Erate	\$0		
4212	Title 1A Support for Improvement	\$0	\$12,037	
4505	Title I	\$0		
4506	Title I Part A	\$0		
4507	SIG Middle School	\$0		
4508	Title ID Delinquent Ed.	\$0	\$29,509	
4509	Title IIA, Educator Quality	\$0		
4510	Title IV Part A	\$0		
4512	IDEA Base	\$0		
4516	IDEA Base P/S	\$0		
4519	IDEA Enrollment Poverty	\$0		
4521	Idea Prop Share	\$0		
4525	Perkins	\$0		
4526	Title IC Migrant Education	\$0	\$22,717	
4531	21st Century ASP	\$0	\$35,903	
4310	REAP	\$0		
4708	Medicaid in Public Schools	\$0		
4709	Neb-Mac Funds	\$0		
5301	Insurance Adjustments	\$0		
5400	NON-REVENUE SOURCES (SOP)	\$0	\$235	
6212	Title Support for Improvements			
	Other			
<b>BUDGET OF EXPENDITURES</b>				
			ESTIMATED	
		CURRENT	CURRENT	%
		BUDGET	SPENDING	Remaining
1100	REGULAR EDUCATION	\$4,483,000.00	\$304,086	93%
1200	SPECIAL EDUCATION	\$830,000	\$41,500	95%
2100/2150	SUPPORT SERVICES - PUPILS	\$390,000	\$27,201	93%
2200	SUPPORT SERVICES - STAFF	\$180,000	\$14,132	92%
2310	BOARD OF EDUCATION	\$68,000	\$374	99%
2320	EXECUTIVE ADMINISTRATION	\$205,000	\$17,408	92%
2330	DISTRICT LEGAL SERVICES	\$25,000	\$673	97%
2410	OFFICE OF THE PRINCIPAL	\$515,000	\$28,998	94%
2510	GENERAL ADMINISTRATION/BS	\$300,000	\$13,076	96%
2610	MAIN. & OPERATION OF BLDG.	\$1,046,000	\$50,085	95%
2710	REGULAR TRANSPORTATION	\$128,000	\$4,650	96%
2712	SCHOOL AGE SPED TRAN.	\$20,000	\$832	96%
2730	Vehicle Serv/Maintenance	\$50,000	\$313	99%
3155	Textbook Loan	\$5,000	\$0	100%
3300	Community Services	\$50,000	\$10,157	80%
3535	HIGH ABILITY LEARNERS	\$5,000	\$479	90%
	State Programs	\$85,000		
6000	FEDERAL PROGRAMS	\$900,000	\$125,003	86%
8000	TRANSFER TO DEPRECIATION	\$0		
8000	TRANSFER TO ATHLETICS/LUNCH	\$0		
8000	TRANSFER TO OTHERS	\$41,570		100%
9000	Misc. Non-Programmed	\$5,000	\$170	
	BUDGET GROWTH	\$200,000.00		100%
	TOTAL BUDGET	\$9,531,570	\$639,137	93%

# Document G701

<b>PROJECT:</b> (Name and Address) Madison High Phase IV	<b>CHANGE ORDER NUMBER:</b> 7 - MEZZ	<b>OWNER</b> <input type="checkbox"/>
	<b>DATE:</b> 10/1/2020	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NO:</b> 1353	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	<b>CONTRACT DATE:</b> 12/11/2018	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Phase IV	<b>OTHER</b> <input type="checkbox"/>

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




1) 10 Toilet Paper Holders (Spe'd as "By Owner", provided by dwb)	Add	442.50
2) Correction to calculating error for Flooring option in C.O. #6	Add	\$355.00
3) Handi cap Ramp with Dimpled Mat at Tower Entry	Add	\$385.00
4) Poplar Trim at Interior Handi cap Ramp	Add	\$662.00
5) Remove & Finish the Existing Middle School Door/ Entry Way	Add	\$1,065.00

Subtotal	\$2,909.50
P & O	\$290.95
Bond	\$32.00

The original Contract Sum was	\$	\$1,678,133.00
The net change by previously authorized Change Orders	\$	\$57,114.74
The Contract Sum prior to this Change Order was	\$	\$1,735,247.74
The Contract Sum will be increased by this Change Order in the amount of	\$	\$3,232.45
The new Contract Sum including this Change Order will be	\$	\$1,738,480.19
The Contract Time will be unchanged by		

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

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

<u>Fakler Architect</u> ARCHITECT (Firm name)	<u>dwb, inc</u> CONTRACTOR (Firm name)	<u>Madison Public Schools</u> OWNER (Firm name)
<u>1001 N 6th St, Beatrice, NE 68310</u> ADDRESS	<u>PO Box 626, Madison, NE 68748</u> ADDRESS	<u>700 S. Kent, Madison, NE 68748</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Michael Fakler</u> Typed name	<u>Douglas Wagner</u> Typed name	<u>Alan Ehlers</u> Typed name
<u>10/7/2020</u> DATE	<u>10/1/2020</u> DATE	<u>                    </u> DATE

# 702 APPLICATION and CERTIFICATE for PAYMENT

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

Project: MHS Bus Drop, Paving  
 Madison, NE

Contract For: dwb, inc  
 PO Box 626  
 Madosn, NE 68748

Via Architect: Fakler Architects

Application No: 10  
 App. Date: October 2, 2020  
 Period to: September 30, 2020  
 Project No:  
 Contract Date: December 11, 2018

Distribution to:  
 OWNER  
 CONSTRUCTION MGR.  
 ARCHITECT  
 CONTRACTOR  
 OTHER

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, 703, is attached.

1. ORIGINAL CONTRACT SUM 342,302.00
2. Net Change By Change Orders 0.00
3. CONTRACT SUM TO DATE 342,302.00
4. TOTAL COMPLETED AND STORED TO DATE 326,342.00
5. RETAINAGE:
  - a. of Completed Work 15,847.10
  - b. of Stored Material 470.00
 TOTAL RETAINAGE 16,317.10
6. TOTAL EARNED LESS RETAINAGE 310,024.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 207,949.30
8. CURRENT PAYMENT DUE 102,075.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE 32,277.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: dwb, inc  
 By: Lori Frisch Date: October 2, 2020  
 Lori Frisch  
 State of: Nebraska County of: Madison  
 Subscribed and sworn before me this 2nd day of October 2020

Lori Frisch personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document. I observed her presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Notary Public: Lori Frisch  
 My Commission expires: 12-25-23

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)  
 ARCHITECT: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 10

App. Date: October 2, 2020

Use Column I on Contracts where variable retainage for line items may apply.

Project No:

Period to: September 30, 2020

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
			From Previous Application(s)							
1	General	46,952.00	28,104.00	7,448.00	9,400.00	44,952.00	95.74	2,000.00	2,247.60	
2	Footing & Retaining Wall	76,000.00	76,000.00	0.00		76,000.00	100.00	0.00	3,800.00	
3	Paving, Curb & Gutter	192,507.00	78,547.00	100,000.00		178,547.00	92.75	13,960.00	8,927.35	
4	Bus Drop Off Paving	3,231.00	3,231.00	0.00		3,231.00	100.00	0.00	161.55	
5	Site Grading	23,612.00	23,612.00	0.00		23,612.00	100.00	0.00	1,180.60	
6										
7										
8										
9										
10										
GRAND TOTAL:		342,302.00	209,494.00	107,448.00	9,400.00	326,342.00	95.34	15,960.00	16,317.10	

A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

# 702 APPLICATION and CERTIFICATE for PAYMENT

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

Project: GYM & LOCKER ROOM  
 Gym & Locker Addition

Application No: 20

Distribution to:

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

App. Date: October 2, 2020  
 Period to: September 30, 2020  
 Project No:  
 Contract Date: December 11, 2018

- OWNER
- CONSTRUCTION MGR.
- ARCHITECT
- CONTRACTOR
- OTHER

Contract For:

Via Architect: Fakler Architects

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, 703, is attached.

1. ORIGINAL CONTRACT SUM

3,592,191.00

2. Net Change By Change Orders

70,634.68

3. CONTRACT SUM TO DATE

3,662,825.68

4. TOTAL COMPLETED AND STORED TO DATE

3,649,574.86

5. RETAINAGE:

- a. 5% of Completed Work 182,478.76
- b. 5% of Stored Material 0.00

TOTAL RETAINAGE

182,478.76

6. TOTAL EARNED LESS RETAINAGE

3,467,096.10

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

3,394,567.88

8. CURRENT PAYMENT DUE

72,528.22

9. BALANCE TO FINISH, INCLUDING RETAINAGE

195,729.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	59,811.18	
Total approval this Month	10,823.50	0.00
<b>TOTALS</b>	<b>70,634.68</b>	<b>0.00</b>
NET CHANGES by Change Order	70,634.68	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: dwb, inc  
 By: Lori Frisch Date: October 2, 2020

State of: Nebraska County of: Madison

Subscribed and sworn before me this 2nd day of October, 2020

Lori Frisch personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document. In my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.



Notary Public: Lori Frisch My Commission expires: 12-25-23

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET 703

PROJECT: GYM & LOCKER ROOM

dwb, inc

Document 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 20

App. Date: October 2, 2020

Use Column I on Contracts where variable retainage for line items may apply.

Period to: September 30, 2020

Project No:

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	J Retainage
			From Previous Application(s)	Completed						
1	General	489,556.00	484,556.00	5,000.00	0.00		489,556.00	100.00	0.00	24,477.80
2	Guard Rail, Striping, Signs	9,250.00	3,200.00	0.00	0.00		3,200.00	34.59	6,050.00	160.00
3	Drain Tile	5,980.00	5,980.00	0.00	0.00		5,980.00	100.00	0.00	299.00
4	Termite Treatment	2,618.00	2,618.00	0.00	0.00		2,618.00	100.00	0.00	130.90
5	Dumpster, Fencing, Erosion Control	6,800.00	6,800.00	0.00	0.00		6,800.00	100.00	0.00	340.00
6	Grading	30,000.00	30,000.00	0.00	0.00		30,000.00	100.00	0.00	1,500.00
7	Landscape	7,200.00		0.00	0.00		0.00	0.00	7,200.00	0.00
8	Fill & Backfill	6,000.00	6,000.00	0.00	0.00		6,000.00	100.00	0.00	300.00
9	Footings & Cast in Place Walls	168,000.00	168,000.00	0.00	0.00		168,000.00	100.00	0.00	8,400.00
10	Steel Reinforcement	20,148.00	20,148.00	0.00	0.00		20,148.00	100.00	0.00	1,007.40
11	Concrete Floors, Steps, Stoops	43,470.00	43,470.00	0.00	0.00		43,470.00	100.00	0.00	2,173.50
12	Precast Panels	395,000.00	395,000.00	0.00	0.00		395,000.00	100.00	0.00	19,750.00
13	Precast & Steel Erection	197,300.00	194,400.00	2,900.00	0.00		197,300.00	100.00	0.00	9,865.00
14	Masonry	211,500.00	211,500.00	0.00	0.00		211,500.00	100.00	0.00	10,575.00
15	Structural Steel	174,500.00	174,500.00	0.00	0.00		174,500.00	100.00	0.00	8,725.00
16	Rough Framing Carpentry	19,604.00	19,604.00	0.00	0.00		19,604.00	100.00	0.00	980.20
17	Finish Carpentry	3,646.00	3,646.00	0.00	0.00		3,646.00	100.00	0.00	182.30
18	Fluid Applied Waterproofing	6,988.00	6,988.00	0.00	0.00		6,988.00	100.00	0.00	349.40
19	Foam Fill Insulation	3,000.00	3,000.00	0.00	0.00		3,000.00	100.00	0.00	150.00

PAGE 1 TOTAL:

1,800,560.00	1,779,410.00	7,900.00	1,787,310.00	99.26	13,250.00	89,365.50
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A=Line Item Number      B=Brief Item Description      C=Total Value of Item      D=Total of D and E From Previous Application(s) (If Any)      E=Total Work Completed For This Application  
 F=Materials Purchased and Stored for Project      G=Total of All Work Completed and Materials Stored for Project      H=Remaining Balance of Amount to Finish      I=Amount Withheld from G

Document 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 20

App. Date: October 2, 2020

Use Column I on Contracts where variable retainage for line items may apply.

Period to: September 30, 2020

Project No:

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	J Retainage
			From Previous Application(s)	Completed						
20	Foam Board Insulation	780.00	780.00		0.00		780.00	100.00	0.00	39.00
21	Air Barriers & Flashings	21,893.00	21,893.00		0.00		21,893.00	100.00	0.00	1,094.65
22	M Roof, Siding, Soffits, Flashing	328,700.00	271,077.18		57,622.00		328,699.18	100.00	0.82	16,434.96
23	Sealants	4,500.00	4,500.00		0.00		4,500.00	100.00	0.00	225.00
24	HM Doors & Frames	42,703.00	42,703.00		0.00		42,703.00	100.00	0.00	2,135.15
25	Hatch Doors	1,400.00	1,400.00		0.00		1,400.00	100.00	0.00	70.00
26	Overhead Doors	3,551.00	3,551.00		0.00		3,551.00	100.00	0.00	177.55
27	Alum Doors, Frames, Windows	57,064.00	57,064.00		0.00		57,064.00	100.00	0.00	2,853.20
28	Metal Framing & Drywall	23,940.00	23,940.00		0.00		23,940.00	100.00	0.00	1,197.00
29	Ceramic Tile	21,637.00	21,637.00		0.00		21,637.00	100.00	0.00	1,081.85
30	Acoustical Ceiling	7,399.00	7,399.00		0.00		7,399.00	100.00	0.00	369.95
31	Painting	23,923.00	23,923.00		0.00		23,923.00	100.00	0.00	1,196.15
32	Resin Floors	22,400.00	22,400.00		0.00		22,400.00	100.00	0.00	1,120.00
33	Wood Gym Floor	126,900.00	126,900.00		0.00		126,900.00	100.00	0.00	6,345.00
34	RR Stalls & Accessories	21,079.00	21,079.00		0.00		21,079.00	100.00	0.00	1,053.95
35	Lockers	18,500.00	18,500.00		0.00		18,500.00	100.00	0.00	925.00
36	Gym Equipment	36,122.00	36,122.00		0.00		36,122.00	100.00	0.00	1,806.10
37	Laminate Casework	24,760.00	24,760.00		0.00		24,760.00	100.00	0.00	1,238.00
38	Telescopic Bleachers	90,675.00	90,675.00		0.00		90,675.00	100.00	0.00	4,533.75
39	Elevator	71,166.00	71,166.00		0.00		71,166.00	100.00	0.00	3,558.30
40	Fire Sprinklers	22,791.00	22,791.00		0.00		22,791.00	100.00	0.00	1,139.55

PAGE 2 TOTAL:

971,883.00	914,260.18	57,622.00	971,882.18	100.00	0.82	48,594.11
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Document 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 20

App. Date: October 2, 2020

Use Column I on Contracts where variable retainage for line items may apply.

Period to: September 30, 2020

Project No:

A Item #	B Description of Work	C Schedule of Values	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	% %	H Balance to Finish	I Retainage
			From Previous Application(s)							
41	HVAC	195,285.00	195,285.00		0.00		195,285.00	100.00	0.00	9,764.25
42	Plumbing	195,285.00	195,285.00		0.00		195,285.00	100.00	0.00	9,764.25
43	Site Utilities	234,000.00	234,000.00		0.00		234,000.00	100.00	0.00	11,700.00
44	Electrical	195,178.00	195,178.00		0.00		195,178.00	100.00	0.00	9,758.90
45	CO #1 Unsuitable Soils	10,556.30	10,556.30		0.00		10,556.30	100.00	0.00	527.82
46	CO #2	5,249.10	5,249.10		0.00		5,249.10	100.00	0.00	262.46
47	CO #3	5,716.18	5,716.18		0.00		5,716.18	100.00	0.00	285.81
48	CO #4	13,971.60	13,971.60		0.00		13,971.60	100.00	0.00	698.58
49	CO #5	10,786.60	10,786.60		0.00		10,786.60	100.00	0.00	539.33
50	CO #6	13,531.40	13,531.40		0.00		13,531.40	100.00	0.00	676.57
51	CO #7	10,823.50			10,823.50		10,823.50	100.00	0.00	541.18
52										

PAGE 3 TOTAL:

890,382.68	879,559.18	10,823.50	890,382.68	100.00	0.00	44,519.15
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GRAND TOTAL:

3,662,825.68	3,573,229.36	76,345.50	3,649,574.86	99.64	13,250.82	182,478.76
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# PARTIAL WAIVER & RELEASE OF LIEN

PROJECT

SUBCONTRACTOR

CONTRACTOR

Madison High School IV Gym/Commons 700 S Kent St Madison, NE 68748		dwb, inc. PO Box 626 Madison, NE 68748
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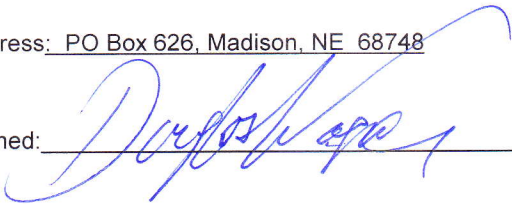
WHEREAS THE UNDERSIGNED has provided materials or services for the above project under an agreement with the Owner or the Contractor, the Undersigned does hereby waive and release all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received.

	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/Lock	3,592,191.00	\$59,811.18	3,652,002.18	\$202,110.15	\$3,394,567.89
2. Mezz/Comm	1,678,133.00	\$57,114.74	1,735,247.74	\$42,154.51	\$1,648,485.35
3. Fire Sprinkle	107,358.00	(\$10,120.00)	\$97,238.00	\$960.63	\$ 92,393.20
4. Bus Drop	342,302.00		342,302.00	\$ 8,930.00	\$207,949.30

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: dwb, inc

Address: PO Box 626, Madison, NE 68748

Signed: 

Date: 10/2/2020

Title: President

# Document G701

<b>PROJECT:</b> (Name and Address) Madison High Phase IV	<b>CHANGE ORDER NUMBER:</b> 7-GYM	<b>OWNER</b> <input type="checkbox"/>
	<b>DATE:</b> 10/1/2020	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NO:</b> 1353	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	<b>CONTRACT DATE:</b> 12/11/2018	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Phase IV	<b>OTHER</b> <input type="checkbox"/>

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

1) Remove & Reinstall Approx 50 Wall Mounts in Gym as per Quote	Add	<b>\$3,165.00</b>
2) North East Mezz Announcers Desk	Add	<b>\$4,013.00</b>
3) 10 Toilet Paper Holders (Spec'd as "By Owner", provided by dwb)	Add	<b>\$442.50</b>
4) Paladium on Locker Room Benches, Labor Only	Add	<b>\$150.00</b>
5) Revise Mezzanine Railing at Entry D21	Add	<b>\$2,161.00</b>
6) Painting Extra Conduit Runs in Gym Required by Fire Marshall	Add	<b>\$200.00</b>
7) North Building Install Structural Entry Stoop	Add	<b>\$400.00</b>
8) Carpet Transition Edging On 3 Gym Mezzanines	Add	<b>\$292.00</b>
9) <del>Sod in Lieu of Hydro Seed</del> for CO #8		Pending
	Subtotal	<b>\$10,823.50</b>
	P & O	
	Bond	

The original <u>Contract Sum</u> was	\$	<u>\$3,592,191.00</u>
The net change by previously authorized Change Orders	\$	<u>\$59,811.18</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$3,652,002.18</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in		
the amount of	\$	<u>\$3,652,002.18</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u></u>
The Contract Time will be <u>unchanged</u> by		

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

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

<u>Fakler Architect</u> ARCHITECT (Firm name)	<u>dwb, inc</u> CONTRACTOR (Firm name)	<u>Madison Public Schools</u> OWNER (Firm name)
<u>1001 N 6th St, Beatrice, NE 68310</u> ADDRESS	<u>PO Box 626, Madison, NE 68748</u> ADDRESS	<u>700 S. Kent, Madison, NE 68748</u> ADDRESS
<u>Michael Fakler</u> BY (Signature)	<u>Douglas Wagner</u> BY (Signature)	<u>Alan Ehlers</u> BY (Signature)
<u>Michael Fakler</u> Typed name	<u>Douglas Wagner</u> Typed name	<u>Alan Ehlers</u> Typed name
<u></u> DATE	<u>10/1/2020</u> DATE	<u></u> DATE

<b>MADISON PUBLIC SCHOOLS</b>					
<b>Activity Fund Balance Report</b>					
<b>SEPTEMBER 2020</b>		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	4,899.27	592.20	0.00	0.00	4,307.07
Art Club	766.24	0.00	0.00	0.00	766.24
Band	2,597.67	0.00	0.00	0.00	2,597.67
Boys BB	3,496.42	0.00	0.00	0.00	3,496.42
Boys BB FR	1,266.91	0.00	490.76	0.00	1,757.67
Cheerleaders	1,337.69	221.00	309.61	0.00	1,426.30
Class of 2019	635.43	0.00	0.00	0.00	635.43
Class of 2020	734.22	0.00	0.00	0.00	734.22
Class of 2021	1,527.72	0.00	80.00	0.00	1,607.72
Class of 2022	2,178.22	2,169.70	3,864.00	0.00	3,872.52
Class of 2023	350.00	0.00	30.00	0.00	380.00
Class of 2024	989.92	0.00	30.00	0.00	1,019.92
Concessions	15,036.66	3,589.55	1,197.45	0.00	12,644.56
Courtesy	2,390.21	15.99	0.00	0.00	2,374.22
Cross Country	913.44	496.00	72.00	0.00	489.44
Cross Country FR	1,913.61	947.00	0.00	0.00	966.61
Danceline	900.26	441.00	541.00	0.00	1,000.26
District Funds	4,386.87	0.00	7,626.39	0.00	12,013.26
Educators Rising	867.28	0.00	0.00	0.00	867.28
Elem Activity Acct	4,762.77	0.00	182.50	0.00	4,945.27
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	1,106.83	0.00	0.00	0.00	1,106.83
FFA	6,005.98	0.00	167.46	0.00	6,173.44
Football	4,808.55	3,500.00	635.00	0.00	1,943.55
Football FR	1,160.71	339.93	0.00	0.00	820.78
Football Youth	250.00	0.00	0.00	0.00	250.00
Girls BB	3,263.98	0.00	0.00	0.00	3,263.98
Girls BB FR	1,167.66	0.00	0.00	0.00	1,167.66
Golf	1,383.76	0.00	0.00	0.00	1,383.76
Golf FR	492.35	0.00	0.00	0.00	492.35
Homecoming	1,678.22	836.19	0.00	0.00	842.03
Honor Society	1,348.57	475.86	399.00	0.00	1,271.71
HS Student Council	1,432.80	0.00	0.00	0.00	1,432.80
M Club	4,952.68	75.00	0.00	0.00	4,877.68
Marketing Comm.	20,938.46	560.00	0.00	0.00	20,378.46
MS Activity Acct	4,505.32	0.00	0.00	0.00	4,505.32



<b>Lunch Fund Balance Report</b>					
<b>SEPTEMBER 2020</b>		Fund 06			
<b><u>Chart of Account Description</u></b>	<b><u>Beg Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Bal Change</u></b>	<b><u>Balance</u></b>
FUND BALANCE	77,062.40	29,545.14	22,389.55	0.00	69,906.81
					<b>FUND 06</b>

<b>Student Fund Balance Report</b>					
<b>SEPTEMBER 2020</b>	Fund 12				
<b><u>Chart of Account Description</u></b>	<b><u>Beg Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Bal Change</u></b>	<b><u>Balance</u></b>
FUND BALANCE	5,765.91	0.00	200.47	0.00	5,966.38
					<b><u>FUND 12</u></b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
<b>Checking</b>	<b>5</b>	<b>Fund: 05 ACTIVITY FUND</b>	
AMAZON.COM CREDIT	453963777779	Supplies	127.20
AMAZON.COM CREDIT	463489659397	Supplies	15.99
AMAZON.COM CREDIT	473679589385	Supplies	82.96
AMAZON.COM CREDIT	479938577754	Supplies	21.55
AMAZON.COM CREDIT	668559877678	Supplies	260.23
AMAZON.COM CREDIT	973884868858	Supplies	239.90
AMAZON.COM CREDIT	974444758788	Supplies	85.98
		<b>Vendor Total:</b>	<b>833.81</b>
ANDERSON'S	1680333	Homecoming Supplies	285.83
ANDERSON'S	1680879	Homecoming Supplies	34.98
		<b>Vendor Total:</b>	<b>320.81</b>
ARASMITH, CLETUS	Official-FB 9-18-20	Official-V FB 9-18-20 GACC	120.00
		<b>Vendor Total:</b>	<b>120.00</b>
BARRY, ANN	Official MS VB 10-6	Official-MS VB 10-6-20 Stanton	135.00
BARRY, ANN	Official MSVB 9-8-20	Official-MS VB 9-8-20 Clarkson-Leigh	135.00
BARRY, ANN	Official-VB 9-21-20	Official-MS VB 9-21-20 Wakefield	90.00
BARRY, ANN	Official-VB 9-24-20	Official-MS VB 9-24-20 St. Ed	55.00
BARRY, ANN	V*Official-VB 9-24-2	Official-MS VB 9-24-20 St. Ed	(55.00)
		<b>Vendor Total:</b>	<b>360.00</b>
BEST BUY	BBY01-806310087085	Bluetooth Speaker	49.99
		<b>Vendor Total:</b>	<b>49.99</b>
BIGGER FASTER STRONGER, INC.	604556	Cables for Weightroom	281.00
		<b>Vendor Total:</b>	<b>281.00</b>
BOONE CENTRAL SCHOOLS	Entry Fee CC 9-25-20	Entry Fee-CC Invite Boone Central 9-25	120.00
		<b>Vendor Total:</b>	<b>120.00</b>
BSN SPORTS, LLC	909809869	Helmet Reconditioning	1,350.00
		<b>Vendor Total:</b>	<b>1,350.00</b>
CEDER, ERIC	Official FB 9-18-20	Official-V FB 9-18-20 GACC	150.00
CEDER, ERIC	Official-FB 9-18-20	Official-V FB 9-18-20 GACC	120.00
CEDER, ERIC	V*Official FB 9-18-2	Official-V FB 9-18-20 GACC	(150.00)
		<b>Vendor Total:</b>	<b>120.00</b>
CENTRAL CITY HIGH SCHOOL	Entry Fee CC 9-14-20	Entry Fee-MS CC Central City Invite 9-14	60.00
CENTRAL CITY HIGH SCHOOL	Entry Fee CC 9-17-20	Entry Fee-HS CC Central City Invite 9-14	100.00
		<b>Vendor Total:</b>	<b>160.00</b>
CHOICE FOODS	0275 8-28-20	Groceries	36.33

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
CHOICE FOODS	2898	Groceries	14.60	
		<b>Vendor Total:</b>		<b>50.93</b>
CUSTOM SPORTS	27773	MS House t-shirts	1,692.00	
CUSTOM SPORTS	27861	Football shirts	714.00	
CUSTOM SPORTS	27915	Cross Country Shirts	1,307.00	
CUSTOM SPORTS	27970	Volleyball Jackets	1,170.00	
CUSTOM SPORTS	27981	VB t-shirts	1,179.00	
CUSTOM SPORTS	27992	Cheer Shirts	221.00	
CUSTOM SPORTS	28025	Danceline t-shirts	441.00	
CUSTOM SPORTS	28130	Long Sleeve T-shirts	520.00	
		<b>Vendor Total:</b>		<b>7,244.00</b>
DEUSTER, LLC	1011	Supplies	221.57	
		<b>Vendor Total:</b>		<b>221.57</b>
EATON, PAUL	Official VB 9-14-20	Official-JV/V VB 9-14-20 Bloomfield	150.00	
EATON, PAUL	Official- VB 9-22-20	Official-JV/V VB 9-22-20 Tekamah-Herman	150.00	
EATON, PAUL	Official-VB 9-22-20	Official-JV/V 9-22-20 Tekamah-Herman	150.00	
EATON, PAUL	Official-VB 9-8-20	Official-VB Tri 9-8-20 Wakefield & SA	150.00	
EATON, PAUL	V*Official-VB 9-22-2	Official-JV/V 9-22-20 Tekamah-Herman	(150.00)	
		<b>Vendor Total:</b>		<b>450.00</b>
EISENHAUER, DOUG	Official-FB 10-920	Official-V FB 10-9-20 Stanton	130.00	
		<b>Vendor Total:</b>		<b>130.00</b>
EISENHAUER, GARY	Official-FB 10-9-20	Official-V FB 10-9-20 Stanton	130.00	
		<b>Vendor Total:</b>		<b>130.00</b>
EUSE, MATT	Official FB 9-18-20	Official-V FB 9-18-20 GACC	150.00	
EUSE, MATT	Official-FB 9-18-20	Official-V FB 9-18-20 GACC	120.00	
EUSE, MATT	V*Official FB 9-18-2	Official-V FB 9-18-20 GACC	(150.00)	
		<b>Vendor Total:</b>		<b>120.00</b>
FAMILY DOLLAR	Supplies	Homecoming Pep Rally Supplies	62.65	
		<b>Vendor Total:</b>		<b>62.65</b>
FLORAL EXPRESSIONS	0112881	2020 Homecoming	192.50	
		<b>Vendor Total:</b>		<b>192.50</b>
GUTZ, CRAIG	Official FB 10-2-20	Official-V FB 10-2-20 Clarkson-Leigh	120.00	
		<b>Vendor Total:</b>		<b>120.00</b>
HARDER, TED	Official FB 10-2-20	Official-V FB 10-2-20 Clarkson-Leigh	120.00	
		<b>Vendor Total:</b>		<b>120.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
HARRIS, KELLY	Official VB 9-17-20	Official-MS VB 9-17-20 Schuyler	135.00	
		<b>Vendor Total:</b>		<b>135.00</b>
HEARTLAND HIGH SCHOOL	Meals - 9-4-2020	Meals - FB Game 9-4-20	175.00	
		<b>Vendor Total:</b>		<b>175.00</b>
HEIER, TOD	Official 9-18-20 FB	Official-V FB 9-18-20 GACC	150.00	
HEIER, TOD	Official-FB 9-18-20	Official-V FB 9-18-20 GACC	120.00	
HEIER, TOD	V*Official 9-18-20 F	Official-V FB 9-18-20 GACC	(150.00)	
		<b>Vendor Total:</b>		<b>120.00</b>
JACKSON, KURT	Official-FB 9-21-20	Official-JV FB 9-21-20 Neligh-Oakdale	75.00	
		<b>Vendor Total:</b>		<b>75.00</b>
JACKSON, KYLE	Official-FB 9-21-20	Official-JV FB 9-21-20 Neligh-Oakdale	75.00	
		<b>Vendor Total:</b>		<b>75.00</b>
JOHNSON, ZACK	Official FB 10-2-20	Official-V FB 10-2-20 Clarkson-Leigh	120.00	
		<b>Vendor Total:</b>		<b>120.00</b>
JOSTEN'S INC	1232557	2019-20 Yearbooks	825.00	
		<b>Vendor Total:</b>		<b>825.00</b>
KRISPY KREME DOUGHNUTS - RION, LLC	23-Sep	Doughnuts & Coffee-FR	2,169.70	
		<b>Vendor Total:</b>		<b>2,169.70</b>
L'HEUREUX, ROD	Official VB 9-14-20	Official-JV/V VB 9-14-20 Bloomfield	150.00	
L'HEUREUX, ROD	Official-VB 9-22-20	Official-JV/V VB 9-22-20 Tekamah-Herman	150.00	
L'HEUREUX, ROD	Official-VB 9-8-20	Official-VB Tri 9-8-20 Wakefield & SA	150.00	
		<b>Vendor Total:</b>		<b>450.00</b>
LUNCHTIME SOLUTIONS, INC.	29284	Teacher In-service meals	560.00	
		<b>Vendor Total:</b>		<b>560.00</b>
MAHASKA - SNACK	JOKY012877	Snacks	756.60	
		<b>Vendor Total:</b>		<b>756.60</b>
MAHASKA	3250092	Return	(24.00)	
MAHASKA	926653	Beverages	129.39	
MAHASKA	927264	Beverages	820.50	
MAHASKA	927265	Beverages	820.50	
MAHASKA	927570	Beverages	194.30	
MAHASKA	927890	Beverages	139.47	
MAHASKA	928182	Beverages	110.20	
		<b>Vendor Total:</b>		<b>2,190.36</b>
MAJOR REFRIGERATION	IC05468	Ice Machine-New Addition	3,506.15	
		<b>Vendor Total:</b>		<b>3,506.15</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
MCFARLAND, DAN	Official-FB 10-9-20	Official-V FB 10-9-20 Stanton	130.00	
				<b>Vendor Total: 130.00</b>
MPS ACTIVITY FUND	PO 35963	Parents' Night-VB	75.00	
				<b>Vendor Total: 75.00</b>
NEBRASKA STATE INTERSCHOLASTIC ATHLETIC ADMIN ASSOC	Membership Dues	NISS & NSIAAA Membership Dues	250.00	
				<b>Vendor Total: 250.00</b>
NORFOLK CATHOLIC SCHOOLS	Entry Fee 9-8-20 CC	Entry Fee-CC MS-\$44; HS \$50	94.00	
NORFOLK CATHOLIC SCHOOLS	Entry Fee-CC 9-11-20	Entry Fee-CC meet 9-11-20 MS-\$36; HS-\$50	86.00	
NORFOLK CATHOLIC SCHOOLS	V*Entry Fee 9-8-20 C	Entry Fee-CC MS-\$44; HS \$50	(94.00)	
				<b>Vendor Total: 86.00</b>
OSBORN, SHANE	Official-FB 9-21-20	Official-JV FB 9-21-20 Neligh-Oakdale	75.00	
				<b>Vendor Total: 75.00</b>
PIERCE HIGH SCHOOL	Entry Fee CC 9-29-20	Entry Fee-MS CC 9-29-20 @ Pierce	30.00	
				<b>Vendor Total: 30.00</b>
RINKOL, TERRY	Official FB 9-18-20	Official-V FB 9-18-20 GACC	150.00	
RINKOL, TERRY	Official-FB 9-18-20	Official-V FB 9-18-20 GACC	120.00	
RINKOL, TERRY	V*Official FB 9-18-2	Official-V FB 9-18-20 GACC	(150.00)	
				<b>Vendor Total: 120.00</b>
SCHIEFELBEIN, DAN	Official VB 9-17-20	Official-MS VB 9-17-20 Schuyler	135.00	
				<b>Vendor Total: 135.00</b>
SCHUETTLER, WYATT	Official-FB 9-21-20	Official-JV FB 9-21-20 Nelgih-Oakdale	75.00	
				<b>Vendor Total: 75.00</b>
SCHWEERS, MITCH	Official FB 10-2-20	Official-V FB 10-2-20 Clarkson-Leigh	120.00	
				<b>Vendor Total: 120.00</b>
SHIVELY, SALLY	Official MS VB 10-1	Official-MS VB 10-1-20 Pierce	270.00	
SHIVELY, SALLY	Official-MS VB 10-1	Official-MS VB 10-1-20 Pierce	270.00	
SHIVELY, SALLY	Official-MS VB 10-6	Official-MS VB 10-6-20 Stanton	135.00	
SHIVELY, SALLY	Official-MS VB 10-6-	Official-MS VB 10-6-20 Stanton	135.00	
SHIVELY, SALLY	Official-MS VB 9-8-2	Official-MS VB 9-8-20 Clarkson-Leigh	135.00	
SHIVELY, SALLY	Official-VB 9-21-20	Official-MS VB 9-21-20 Wakefield	90.00	
SHIVELY, SALLY	Official-VB 9-24-20	Official-MS VB 9-24-20 St. Ed	55.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
SHIVELY, SALLY	V*Official MS VB 10-	Official-MS VB 10-1-20 Pierce	(270.00)
SHIVELY, SALLY	V*Official-MS VB 10-	Official-MS VB 10-6-20 Stanton	(135.00)
SHIVELY, SALLY	V*Official-VB 9-24-2	Official-MS VB 9-24-20 St. Ed	(55.00)
<b>Vendor Total:</b>			<b>630.00</b>
STANTON COMMUNITY SCHOOLS	Entry Fee CC 10-1-20	Entry Fee-MS & HS CC 10-1- 20 @ Stanton	100.00
STANTON COMMUNITY SCHOOLS	Entry Fee VB10- 3-20	Entry Fee-JV VB Tourney 10- 3-20	85.00
<b>Vendor Total:</b>			<b>185.00</b>
TRUE, BOB	Official-FB 10- 9-20	Official-V FB 10-9-20 Stanton	130.00
<b>Vendor Total:</b>			<b>130.00</b>
TRUE, STEVE	Official-FB 10- 9-20	Official-V FB 10-9-20 Stanton	130.00
<b>Vendor Total:</b>			<b>130.00</b>
US BANK CARDMEMBER SERVICES	8141	Freezer-New Addition	199.99
<b>Vendor Total:</b>			<b>199.99</b>
WALMART COMMUNITY	5432060-931962	Masks for resale	62.60
WALMART COMMUNITY	927300L5019PDZW N	Supplies	14.51
WALMART COMMUNITY	P927300KX017NWX Q2	Supplies	9.08
WALMART COMMUNITY	P927300L1018NT9 XQ	Face Masks for resale	75.00
WALMART COMMUNITY	P927300LE01Q3EB F1	Supplies	19.48
WALMART COMMUNITY	P927300LL01DLRG 0L	Supplies	64.29
WALMART COMMUNITY	P9278300KX017NW GBS	Supplies	31.94
<b>Vendor Total:</b>			<b>276.90</b>
WINNERS' CIRCLE	52940	Medals for Cross Country	61.20
<b>Vendor Total:</b>			<b>61.20</b>
WISNER-PILGER SCHOOLS	Entry Fee VB 9- 12-20	Entry Fee-VB Tournament 9- 12-20	90.00
<b>Vendor Total:</b>			<b>90.00</b>
WOOLDRIK, CHRIS	Official FB 10- 2-20	Official-V FB 10-2-20 Clarkson-Leigh	120.00
<b>Vendor Total:</b>			<b>120.00</b>
ZAZZLE.COM	131-69717788- 5297505	Brag Buttons	673.28
ZAZZLE.COM	131-74027931- 4313349	Brag Buttons	53.06
ZAZZLE.COM	131-82422426- 4269055	Brag Buttons	47.67
<b>Vendor Total:</b>			<b>774.01</b>
<b>Fund Total:</b>			<b>27,408.17</b>
<b>Checking Account Total:</b>			<b>27,408.17</b>

<u>Vendor Name</u>		<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
<u>Checking</u>		06			
<b>Checking</b>	<b>06</b>	<b>Fund: 06</b>	<b>SCHOOL NUTRITION FUND</b>		
BELL, JACKILYN		Reimbursement	Reimbursement	255.10	
				<b>Vendor Total:</b>	<b>255.10</b>
LUNCHTIME SOLUTIONS, INC.		29266	August SFSP	1,159.45	
LUNCHTIME SOLUTIONS, INC.		29267	August Meals	24,832.89	
				<b>Vendor Total:</b>	<b>25,992.34</b>
NEBRASKA DEPT OF LABOR		0161041009 2nd qtr	Unemployment	3,096.10	
				<b>Vendor Total:</b>	<b>3,096.10</b>
RS ELECTRIC		1928	HS Kitchen Hood Repair	201.60	
				<b>Vendor Total:</b>	<b>201.60</b>
				<b>Fund Total:</b>	<b>29,545.14</b>
				<b>Checking Account Total:</b>	<b>29,545.14</b>

Safety Committee  
Chair

## ANNUAL SAFETY REVIEW

Madison Public Schools  
700 S. 10th St.  
PO Box 450  
Madison, NE 68748-0450

September 12, 2020

Conducted by Larry E. Hiatt

**HIATT SCHOOL SAFETY REVIEW SERVICE**

**Larry E. Hiatt  
403 S. Marx St.  
Spencer, NE 68777  
Phone: 402-589-2348**

**TO: Alan Ehlers, Supt., Madison Public Schools**

**From: Larry E. Hiatt**

**RE: 2020-2021 Rule 10 School Safety Review**

**Date: September 12, 2020**

**Dear Alan,**

**I would like to thank you for a wonderful day at Madison. Your staff and students were very helpful to me as I toured your facility. They should be happy with their educational area. The board and community have invested a lot in it and it shows the pride that everyone has in it.**

**As always, any suggestions I had are merely that, suggestions. It is up to the administration and board of education to act on them.. It seems as if your biggest area of concern come from the fire marshal and dealing with getting the building finished. Myself, I found no area that really got me excited where I was worried about a lawsuit against your school.**

**If you have any questions, please give me a call and I'll do my best to help you out. I hope I will be able to help you out again next year.**

**Good luck the rest of the year. I hope you can keep COVID 19 at bay. We don't need to get that going through the schools. I had my turn and I don't want to see anyone else get it.**

**With regards,**

**Larry E. Hiatt  
403 S. Marx Street  
Spencer, NE. 68777**

## **Madison Public Schools**

**September 11, 2020**

### **Areas of Concern and/or General Comments:**

- 1. Administration:** Check all classrooms and rooms used by students and staff to make sure that all Safety posters are attached to the walls leaving the room. Specifically check Restrooms, Locker Rooms, Gyms, Music Room, Art Room, Room 223, Room 105, Room 110, Elem. Day Care Center, Mr. Jordans Room, Room 150, 2<sup>nd</sup> Grade, Room 103, Teachers' Work Room
- 2. Boiler Rooms:** No Problems, everything was picked up. There was no clutter in the rooms.
- 3. Wood Shop:** Make sure that ALL tools not being actively used are unplugged. You don't want a fire to start especially in the evening or days when there is no school.
- 4. Metals Shop:** all tanks need to be tied down (empty or full). This was also listed on my last inspection.
- 5. Fire Drills, Tornado Drills, and Bus Evacuation Drills:** All have been conducted since the beginning of school. You need to check to make sure if you are supposed to have 2 fire drills during the first 2 weeks of school. All drills are logged and kept on file in the Principal's Offices.
- 6. Safety Committee:** They meet monthly, which exceeds the specified standard of once a quarter. Minutes are kept of each meeting of the team.
- 7. Student Lockers:** This year they were ALL shut. There were zero materials left sitting by any of the lockers or in the hallway. Congratulations to the student body.
- 8. Music Room:** Every thing was picked up and in it's place. There were no instrument cases sitting in any aisles or in any exits to the room.

**9. Emergency Lights:** Make sure they are checked monthly. Most schools check them when they have their monthly fire drill. Logs should be kept by the Head Custodian. These logs should detail any repairs that have to be made.

**10. Memo to Staff:** I would like to remind you that any items marked with Keep Out of Reach of Children should be kept put up until it is time to use them. This is for the protection of persons with asthma or other breathing difficulties.

**11. Memo to Staff:** To be in compliance with State Standards, no more than 20% of any classroom wall should be covered with flammable materials. Since your school is 100% sprinkled, you may be free from some of that but I personally think it is a good rule and you would be wise to follow it.

**12. Gyms:** They are in good condition. They are neat, clean, and ready for use. Your new gym is very attractive and a credit to your school.

**13. Libraries:** All were organized and very neat.

**14. Elementary Music Room:** Well organized. No items in the exits. Plenty of room for the students to work.

**15. Elevator:** Under the Weather while I was there. It would be nice to see it after the repairs are made. I know it made for a lot of extra steps for my arthritic hip while I was there.

**16. Kitchen:** Well organized, clean, with no boxes or cartons sitting around. The cooks seem to be doing a good job.

**17. Custodians:** Doing a good job of keeping the school clean and ready for the students and the public. Only complaint: Make sure all storerooms and custodial work areas remain locked unless you are using them and are in the immediate area. We don't want some students getting in there and messing around. Some one could easily get hurt or stuff would come up missing. Most schools I visit the custodians have developed the habit of locking the door as they leave the room.

**18. AED Units:** Visible and are ready for use in case of an emergency.

**19. Weight Room:** Very neat and orderly. There were no weights or other materials left lying around for someone to trip on.

**20. Fire Extinguishers:** All I saw have been inspected with the past year.

**21. Downstairs Commons Area:** Very clean this year. There was nothing left lying around and all lockers were kept shut.

**22. Exit Lights:** Custodians, as you walk through your buildings, pay special attention to the exit lights. If any are out are not working properly, please fix them ASAP.

**23. Staff:** I found very few extension cords left lying around this year. This was an improvement over a couple of my earlier visits. I know they need to be used, but when they are used make sure the students pick them up before leaving the room. When I tripped over a cord while inspecting a school, I broke 3 toes and ended up having one amputated. Picking up the cords may save a friend of yours from being injured.

**24. Elementary:** The south exit from the gym still opens and shuts extremely hard. It actually shuts harder than it opens. This is not safe when smaller students are using the gym. There has to be some way for the custodians to fix it.

**25. Football/Track Complex:** It was raining so I didn't do much roaming around down there. From what I observed things were in pretty good shape. It is an attractive area for these activities.

**26. Exits:** There were no exits blocked in any of the classrooms or entering or leaving the buildings. The custodial staff and educational staff are doing a good job of keeping it open.

**27. Room 220 (FCS Room):** Everything was very neat and organized in there. It looks as if the new teacher is really trying to keep a handle on things.

**28. Room 221 (Science):** There were no chemicals sitting around. The room was safe for the students and staff.

**29. New Addition to the School: Very well planned. The planned handicapped areas will be great for patrons that need them. The new parking area will be greatly appreciated by older patrons and the handicapped.**

**30. School in General: The school facilities seem to be in excellent condition (if you can keep the fire marshal away!!). The community ought to be proud of your facility. I realize some people get nervous when they see money being spent but they need to realize that the future of the town rests with the kids being educated there.**

**Mr. Ehlers, I would like to thank the administration, staff, and the student body for all of the cooperation I received while at Madison. It made for a very enjoyable day. I had to laugh at myself when I had to ask students how to get to a particular area. I find no shame in admitting I was lost (more than once).**

# Madison Public Schools

**Alan Ehlers**  
Superintendent

**Jim Crilly**  
HS Principal  
**Reid Ehrisman**  
MS Principal/EL

**Karla Kush**  
Elementary Principal

700 So Kent St.  
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Madison, NE 68748  
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Elementary Phone (402) 454-2656 Fax (402) 454-3978

**Travis Jordan**  
Director of CAI  
**Crystal Ernst**  
Instructional Coach  
**Landonn Mackey**  
Athletic Director  
**Celine Filsinger**  
Office Manager

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## Mrs. Ernst's August Board Report

- **Professional Development**
  - The early out on September 23<sup>rd</sup> was used to communicate expectations and prepare teachers for our half-capacity and online learning plans.
  - The October 5<sup>th</sup> CSI day focused primarily on beginning to write our district curriculum for all subject areas. Teachers had a lot of great discussions and, overall, we have a solid start on a K-12 curriculum.
- **School Improvement**
  - Surveys have been completed by 3<sup>rd</sup>-12<sup>th</sup> grade students and district staff. Parents will have the opportunity to complete a survey during parent teacher conferences. Once all surveys are completed and closed, the team will begin to look for trends across the different groups to better target areas for improvement.
- **Instructional Coaching**
  - At the end of the quarter, teachers will schedule a time to meet and reflect on the progress of their Marzano goal. My plan is to have all teachers share their goals and progress with each other at the end of the semester.

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Mrs. Kush – October 7, 2020  
Elementary Principal

## Number of Students in Elementary School

Grade Level	Current as of 10/7/20	9/8/20	8/5/20
PreK-3	26	27	18
PreK-4	29	28	32
Kindergarten	40	40	36
1 <sup>st</sup> Grade	46	46	43
2 <sup>nd</sup> Grade	41	41	40
3 <sup>rd</sup> Grade	30	30	31
4 <sup>th</sup> Grade	35	35	34
5 <sup>th</sup> Grade	38	38	36
<b>Total</b>	<b>285</b>	<b>285</b>	<b>270</b>
			Last year ended with 287

## Student Report

	Sept. 2020	August 2020	Last Year	2020-2021 Goal
Attendance	95.61%	93.74%	95.59%	<b>96%</b>

1. Non-tenured teachers need to have two formal evaluations a year. Due to the unknown regarding IF we would be in school the entire year, it was encouraged to get the first semester evaluations done. They are complete!
2. The iPads from the middle school have been sent to the elementary for the 4<sup>th</sup> and 5<sup>th</sup> grade students. These are now in the hands of the students and teachers are utilizing their capabilities.
3. The Family Literacy Program kicked off Oct. 1<sup>st</sup>. This will be an on-going effort to grow the program and to impact many students and families. We started with 6 parents the first night and 12 parents the second night. Mariela Millan is the parent-time coordinator and Nixel Ortiz (through NECC) is the adult educator.
4. The After-School Program (ASP) has more students signed up. Last month was 41 and this month there are 81.

5. Our preschool students went to Poppy's Pumpkin Patch on Oct. 7<sup>th</sup>. It was "the best day ever" according to a few students and perfect weather! The teachers were very appreciative of the approval to take a field trip.
6. Parent-Teacher Conferences are October 14<sup>th</sup> and October 15<sup>th</sup> from 3:30-7:30pm.





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## October 2020 Board Report- Jim Crilly- High School Principal

### Enrollment

9<sup>th</sup> grade- 45 students  
10<sup>th</sup> grade- 36 students  
11<sup>th</sup> grade- 37 students  
12<sup>th</sup> grade- 51 students

**Total Enrollment 169**

### Average Attendance

9<sup>th</sup> grade- 94.55%  
10<sup>th</sup> grade- 96.29%  
11<sup>th</sup> grade- 90.28%  
12<sup>th</sup> grade- 92.33%  
Overall average- 93.34%

### **Average 93.34% Daily Enrollment**

- **Parent Teacher Conferences October 14<sup>th</sup> and 15<sup>th</sup> 3:30-7:30**
- **Non-Tenured Observations are completed**
- **Teammates serving around 50 students in grades 5-12**
- **ACT Test took place October 6<sup>th</sup> for about 45 Seniors- This was the make-up test for Spring 2020 that as Juniors they were not allowed to take.**
- **MAPS testing took place for all JR, SO, Fr students the week of September 21<sup>st</sup>.**
- **Received a note from our Seniors College English Professor that the group of seniors in her class is one of the best she has ever had. Congrats to the seniors and their teachers!**

### Here are a few notes from Mrs. Kunz in the HS School Counselor

HS Counselor Report:

- Apply2College Day with seniors was a huge success. 5 colleges sent reps to help us with the process.
- Senior minute meetings are almost completed with information like career choice, college, FAFSA completed being gathered. I'll meet with them again one-on-one before Christmas.
- Northeast rep coming in to aid students with the FAFSA for free! Cont,

- Minute meetings with grades 9-11 will be started within the next few weeks. Basic Information like future careers, college choices, and school involvement will be discussed.
- Mini college fair following social distancing and mask guidelines will take place in November or December for juniors and seniors since we couldn't attend the larger one due to Covid.



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Mr. Ehrisman- October 7, 2020

## NUMBER OF STUDENTS IN THE MIDDLE SCHOOL

Grade Level	Current as of 10/7/20	Start of the year 8/12/20
6th Grade	41	41
7th Grade	43	43
8th Grade	25	26
MS Total	109	110

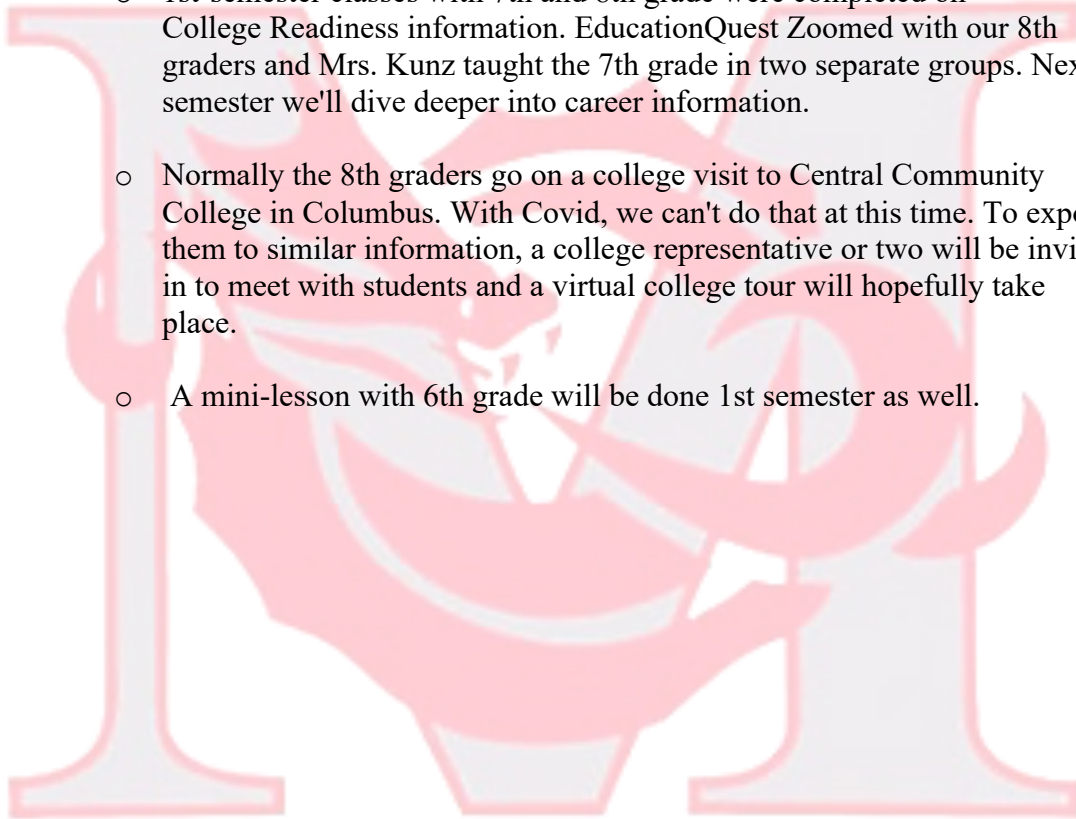
## STUDENT REPORT

Grade Level	Attendance as of 10/7/19	8/12-8/31	9/1-9/30
6th Grade	96.86%	97.49%	96.98%
7th Grade	96.86%	97.06%	96.97%
8th Grade	92.93%	95.48%	91.27%
MS Total	95.49%	96.84%	95.66%

# of students in AMP	
Week 1 (9/7)	5
Week 2 (9/14)	7
Week 3 (9/21)	10
Week 4 (9/28)	7
Week 5 (10/5)	15

- Jacquie Winbolt, BIST consultant, was in the MS on October 2<sup>nd</sup> providing support for staff and students. We have planned PD with her for first and second year teachers during the early out on November 18<sup>th</sup>.
- The new MS iPads and bags have been distributed to all 6-8 graders. The transition went very well.
- A new speaker system for the MS commons has been purchased and delivered. Funds for this were provided through the SIG grant.

- The MS commons will be used for parent-teacher conferences. It will be an excellent space for this!
- Formal observations of non-tenured teachers are near completion. Informal observations for tenured staff have started.
- I attended the ESU7 Title III consortium meeting on September 24<sup>th</sup> with our EL teachers. This support is important as we continue to improve our EL program at MHS.
- The EL teachers and I met on Monday to discuss starting ILP's (individual language plan) for EL students that are very close to testing out of the program.
- MS School Counselor Report:
  - 1st-semester classes with 7th and 8th grade were completed on College Readiness information. EducationQuest Zoomed with our 8th graders and Mrs. Kunz taught the 7th grade in two separate groups. Next semester we'll dive deeper into career information.
  - Normally the 8th graders go on a college visit to Central Community College in Columbus. With Covid, we can't do that at this time. To expose them to similar information, a college representative or two will be invited in to meet with students and a virtual college tour will hopefully take place.
  - A mini-lesson with 6th grade will be done 1st semester as well.



# Madison Public Schools

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Superintendent

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**Reid Ehrisman**  
MS Principal/EL

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Elementary Principal

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## October 2020 Board Report Landon Mackey, Athletic Director

- October project: Will be surveying for parent and community involvement in our youth programs.
- Lil Guy Football, Grades 4-6, held on four Thursdays in September & October. Turnout has been good with 30 students at the last session.
- Boys and Girls Basketball, Grades 3-8, held on four Sundays in October.
- EHC Conference meet was held on Thursday, October 8<sup>th</sup>. Districts are October 15<sup>th</sup> at the Albion Country Club.
- 2021-22 Schedule – Home tournaments
- NSAA Subdistricts – VB, BB, WR
- Fall sports coaches meetings will be held at the conclusion of each season.
- Winter sports coaches meetings will be held prior to November 1<sup>st</sup> to discuss season, goals, and youth sports programs.
- Winter Sports start Monday, November 16<sup>th</sup>.
- Roster numbers to this point:
  - Football—23
  - MS Football – 16
  - Volleyball---20
  - MS Volleyball--24
  - Cross Country—13
  - MS Cross Country--12

## **Scoreboard**

### **Cross Country**

Norfolk Catholic Invitational – No medalists, but several personal records.

Central City Invitational – MS – Giselle Moran, 11<sup>th</sup>. Several personal records.

Boone Central Invitational – No medalists.

Stanton Invitational – HS—Dakota Gullicksen, 8<sup>th</sup>. MS – Giselle Moran—10<sup>th</sup>, Tristan Alvarado—11<sup>th</sup>, & Alex Vicente—15<sup>th</sup>.

### **Football (0-6)**

LHNE (8/28) – Lost 66-14

Heartland (9/4) – Lost 58-28

Niobrara- Verdigre (9/11) – Lost 44-40

Guardian Angels CC (9/18) – Lost 38-16

Howells-Dodge (9/25) – Lost 42-0

Clarkson-Leigh (10/2) – Lost 72-22

### **Volleyball (2-15)**

Elba (8/24) – Won 3-0 (Jamboree)

Niobrara-Verdigre (8/27) – Lost 3-0

North Bend Central (9/1) – Lost 2-0

Shelby/Rising City (9/1) – Lost 2-0

Clarkson/Leigh (9/3) – Lost 2-0

Stanton (9/3) – Lost 2-0

Wakefield (9/8) – Lost 2-0

Spalding Academy (9/8) – Win 2-0

Bloomfield (9/14) – Lost 3-0

West Point-Beemer (9/17) – Lost 3-0

Tekamah-Herman (9/22) – Lost 3-0

Wisner Pilger September Classic (9/26)

Humphrey St. Francis – Lost 2-0

Pierce – Lost 2-0

Homer – Lost 2-0

Wisner-Pilger (9/29) – Lost 2-0

Howells-Dodge (9/29) – Lost 2-0

Riverside (10/5) – Lost 2-0

St. Edward (10/5) – Won 2-0

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## Superintendent Report October 2020

- **Building Projects update:**

**Middle School/High School campus** - Things are getting closer for completion of the Phase IV project. DWB is still working on the elevator inspection but hopeful it will be completed in the near future. The parking lot is waiting to be stripped a guard rail to be put in place. I do think we should have all items buttoned up by the October 30<sup>th</sup> openhouse.

- **Upcoming Board Professional Development:**

2020 STATE EDUCATION CONFERENCE | NOVEMBER 18-20 | OMAHA & VIRTUAL

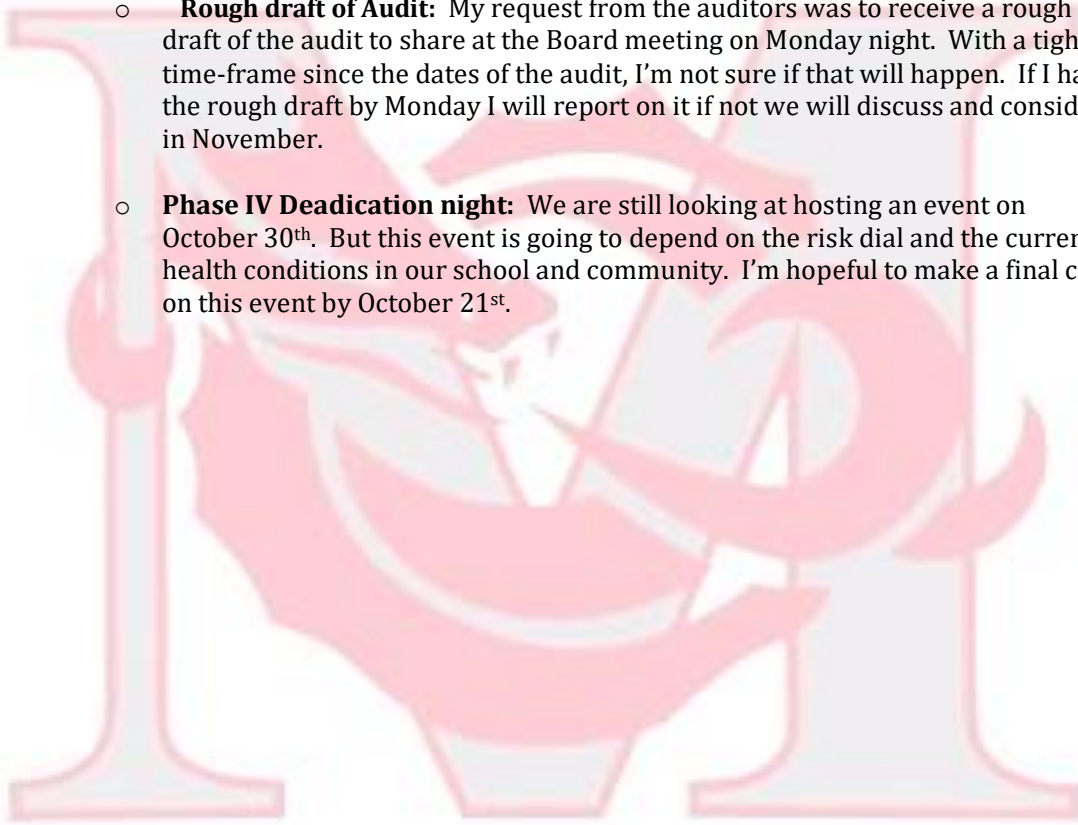
I have made reservations for all six board members at the Hilton in Omaha so you can attend the NASB State Education Conference. I have Jim Reeves and Jim Knapp coming down Wednesday night and everyone else attending the preconference meeting at 1:00 on Wednesday.

NASB NATIONAL CONFERENCE | APRIL 10-12 | NEW ORLEANS

At this point it sounds like the event is still scheduled to take place. We have done a rotation of members in the past. Those that have attended in the past are Harlow, Deb & Jim Knapp. If I recall we need to sign-up in October sometime. If anyone would like to attend please let me know asap.

- **Madison Chamber Banquet:** Friday, November 13th you have the opportunity to come out and support the Teacher and Student of the year during this event. The School again will plan to sponsor a table so if you would like a ticket please let me know.
- **Revision Grant:** We received word that we did not receive the grant this year and the Administrative team will discuss how we might want to approach this grant in the future.

- **Holiday Social:** The dates we are looking at to hold the annual Holiday social with staff are December 4<sup>th</sup> or December 11<sup>th</sup>. Both are Friday nights that are open on the school calendar. With COVID concerns we are not sure what type of restrictions might be in place but we would be able to roll our deposit over to the next year if we would need to adjust things.
- **Parent Teachers Confrences:** The district is hosting Parent Teacher Confrences on October 14<sup>th</sup> & 15<sup>th</sup>. The Administrative team is planning to space teachers out by using the old gym and middle school commons which should allow for social distancing. All MPS staff will wear masks and we will ask parents to limit the amount of family members that attend. We are also strongly encouraging parents to wear masks.
- **Rough draft of Audit:** My request from the auditors was to receive a rough draft of the audit to share at the Board meeting on Monday night. With a tight time-frame since the dates of the audit, I'm not sure if that will happen. If I have the rough draft by Monday I will report on it if not we will discuss and consider in November.
- **Phase IV Deaddication night:** We are still looking at hosting an event on October 30<sup>th</sup>. But this event is going to depend on the risk dial and the current health conditions in our school and community. I'm hopeful to make a final call on this event by October 21<sup>st</sup>.





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## Curriculum and Assessment

October 2020, Board Report

### Curriculum:

- Our staff has been working very hard to build an updated curriculum. We started by identifying “Essential Outcomes” at each grade. Monday was spent working vertically with subject area teams to align the outcomes.
- Curriculum Associates, who provide our Middle School with Ready Math and the iReady Digital component, have provided provisional licenses for iReady for all of our Elementary teachers and students. They are working with me to get teachers some free professional development and are gauging our interest in having some teachers pilot their program second semester.
  - We will also be reviewing enVision Mathematics Common Core (2020), HMH Into Math (2020), and Math Expressions (2018) to make sure that we select the program that best meets our needs.
- My plan is to have our Curriculum Program Review Cycle completed and shared with our staff by the Semester.

### Assessment:

- We were able to utilize the Alt. Ed./Ag. Building to administer the ACT test with our Seniors in a quiet undisturbed setting. We were given a 3-8 week turnaround for results.
- NSCAS Testing is going forward as planned.
  - All classifications will remain as is and scores will not be reported publicly due to loss of comparative data based on COVID-19 cancellations.

- 4<sup>th</sup>-11<sup>th</sup> Grade MAP testing Fall 2019 to Fall 2020
  - 50<sup>th</sup>ile Growth is AVERAGE expected growth. We want to be above that.
  - 
  - Above 62<sup>th</sup>ile Achievement projects as LIKELY to test as proficient on NSCAS based on a published linking study.
    - From Fall to Winter this year, our goal is to have 65% of our students above the 50<sup>th</sup>/62<sup>nd</sup> %ile mark.
  - It appears that changes we have made with reading and intervention at the elementary helped students even with the loss of instruction due to COVID-19.

Fall 2020 MAP Data			
Grade	Subject	% of class at 50 <sup>th</sup> /62 <sup>nd</sup> %ile	Students above 62 <sup>nd</sup> %ile
Fourth	Math	25%	5 of 28
	Reading	62%	5 of 26
Fifth	Math	38%	7 of 29
	Reading	83%	13 of 30
Sixth	Math	27%	3 of 30
	Reading	20%	2 of 30
Seventh	Math	37%	11 of 35
	Reading	63%	10 of 35
Eighth	Math	38%	6 of 24
	Reading	46%	7 of 24
Freshmen	Math	41%	11 of 29
	Reading	67%	9 of 28
Sophomores	Math	60%	14 of 28
	Reading	56%	8 of 27
Juniors	Math	50%	10 of 30
	Reading	61%	6 of 31

**3001  
Budget**

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

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

The board shall present the proposed budget to the public so that patrons may review it and participate in any public hearing(s). The board shall consider and adopt the budget in accordance with Nebraska law.

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

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

Adopted on: 12-14-15

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

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

**3002**  
**Deposits**

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$1000 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: 12-14-15

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

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

## 3003

### **Bidding for Construction, Remodeling, Repair or Site Improvement**

#### **I. Applicability of this policy.**

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

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

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

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

#### **III. Formal Bidding for Major Purchases and Construction**

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

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

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

C. Advertising for Bids

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

D. Bid Documents

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.

E. Any or all bids may be rejected if there is a sound documented reason

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

Adopted on: 6-12-2017

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

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

### **3003.1**

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

### **I. Applicability of the Policy**

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

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

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

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

**law of all persons supplying labor and material in the execution of the work provided for in the contract.**

**III. Construction Projects with an Anticipated Cost of Under \$250,000**

**A. Methods of Bidding/Soliciting Quotations or Estimates**

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

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

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

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

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

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

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

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

##### **A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method**

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

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

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

### **B. Advertising for Bids.**

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

### **C. Bid Documents**

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

**V. Other Contract Matters.**

**A. Required Terms**

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

**B. Contracting with Certain Vendors**

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

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

**C. Full and Open Competition**

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

**D. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

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

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

### **F. Record Keeping**

#### **1. Record Retention**

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

**VI. Conflict of Interest and Code of Conduct**

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

**C. Favors and Gifts**

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

**D. Enforcement**

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

Adopted on: 6/10/19

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

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

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

**III. Building-Specific Purchasing**

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### **IV. Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 10 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- B. No purchase shall be made that violates any conflict of interest policy or law.
- C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: 8/13/18

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

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

**3004**  
**General Purchasing and Procurement**

**I. Applicability of this policy.**

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

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

**II. General Purchasing Policy**

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
- E. The Superintendent shall have the authority to authorize purchases costing under \$10,000.00 with prior approval.

**III. Building-Specific Purchasing**

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

#### **IV. Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
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- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
- D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

- E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.
- F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

**V. Relations with Vendors**

- A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- B. No purchase shall be made that violates any conflict of interest policy or law.
- C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.
- D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: 8/13/18

Revised on: 9/24/18

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

## **3004.1**

# **Fiscal Management for Purchasing and Procurement Using Federal Funds**

### **I. Applicability of Policy**

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

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

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

### **II. Procurement System**

The District maintains the following purchasing procedures.

#### **A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

### **1. Purchases up to \$10,000 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

### **2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)**

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

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

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

#### **4. Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

#### **C. Use of Purchase (Debit & Credit) Cards**

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

#### **D. Federal Procurement System Standards**

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

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

## **E. Debarment and Suspension**

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

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

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

## **F. Settlements of Issues Arising Out of Procurements**

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

## **III. Conflict of Interest and Code of Conduct**

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

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

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

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

### **C. Favors and Gifts**

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

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

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

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

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

#### **H. Disposal of Equipment**

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

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

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

## **V. Other Contract Matters.**

### **A. Required Terms**

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

### **B. Contracting with Certain Vendors**

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

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

## 2. Maintenance of Procurement Records

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

## D. Privacy

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

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

Adopted on: 6/10/2019

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

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

**3005**  
**School Activities Fund**

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. The school activities fund is a school district account. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the board may choose. Funds left in a graduating class's account may be transferred into any other school account at any time after graduation upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: 12-14-15

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

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

**3007**  
**Review of Bills**

The Board of Education as a whole shall review monthly bills listed in the monthly board materials prepared by the districts office manager. The president of the board of education may appoint a board member or committee of the board to meet with the superintendent of schools each month to review all bills that are to be presented to the board for payment. The board member or committee shall report its recommendations to the board.

Adopted on: 12-14-15

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

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

**3008**  
**Gifts, Grants and Bequests**

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably be lives has a fair market value of \$100,000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: 12-14-15

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

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

**3009  
Audit**

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

Adopted on: 12-14-15

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

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

**3010  
Insurance**

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

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

Adopted on: 12-14-15

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

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

## 3020 Copyright Compliance

**Restrictions on Use and Permission.** Copyrighted works such as print, audio, video, software, applications, and other documents or media ("works") may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

**Distribution of Copyright Compliance Materials.** The district will make information available to staff and students which describes and promotes compliance with copyright laws.

**Course Materials Subject to Copyright Protection.** The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

**Copies for Individuals with Disabilities.** This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

**Removal of Unauthorized Copyrighted Works.** Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district's

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

**Violations by Students and Staff.** Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: 6/11/2018

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

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

**3021**  
**Operation of School Business Office**

The central office of the school district shall generally be open for business from 8:00 a.m. to 4:30 p.m. every weekday except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and Christmas Day. The office shall generally be open, even on days when school is cancelled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on:12-14-15

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

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

## **3022 Volunteers**

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: 6/11/2018

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

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

## 3023

### Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

#### **Special Rules Related to Electronic Forms of Communication.**

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district uses Office 365: Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.

**School-affiliated Social Media Posts.** Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media

account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

**Special Rules Related to Security Camera Footage.** Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

**Student Records.** The retention of student records is also governed by the board's policy on student records.

**Records Regarding Pending or Threatened Litigation.** When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Adopted on: 6/11/2018

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

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

## 3024

### Booster Clubs and Parent-Teacher Organizations

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
- (b) The Supporting Entity should require that
  - i. all checks written out of the Supporting Entity's checking account contain two signatures;
  - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
  - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: 12-14-15

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

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

## 3025

### Returned and Outstanding Checks

**Returned Checks.** Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

**Outstanding Checks.** The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: 6/11/2018

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

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

**3026  
Handbooks**

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: 12-14-15

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

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

### 3027

## Resolution of Conflicts Between Parents Over School Issues

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

#### 1) Obtaining Records and Conferring with Teachers.

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

#### 2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: 12-14-15

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

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

**3028**  
**Sex Offenders**

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders onto school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

Adopted on: 12-14-15

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

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

**3029**  
**Distribution of Flyers Advertising Non-School Organization Activities**

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: 12-14-15

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

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

## 3030

### **Automatic External Defibrillator (AED) Program**

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

#### 1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

#### 2. Program Coordinator

a. The School District's AED Program Coordinator is the school nurse.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
- Select employees for AED training

- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

### 3. Medical Oversight

- a. The medical advisor of the AED program is Lisa Yosten, MD.
- b. The medical advisor has ongoing responsibility for:

- Providing medical direction for use of AEDs
- Writing a prescription for AEDs
- Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation
- Evaluation of post-event review forms and digital files downloaded from the AED

### 4. Volunteer Responders

## **3011 Transportation**

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

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

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

## 3012

### School Meal Program and Meal Charges

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

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

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

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

The district's policy on charged meals is:

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

## **Collection of Delinquent Meal Charge Debt**

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

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

Adopted on: 6-12-2017

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

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

**3013**  
**Emergency Closings**

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Adopted on: 12-14-15

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

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

## **3014 Use of School Property**

### **1) General Use**

School organizations may use school facilities at no cost to the group, if they restore the facilities to their normal state after using them.

The school district may permit the use of public school buildings or other school property under such rules and regulations as it may adopt. The board may charge a fee as may be necessary to meet the expense of such meeting, restore the property, pay for extra help required, or as otherwise deemed appropriate.

Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety. Activities or entertainment held on school premises shall be suitable for a school environment. Any person or school group using the school facilities, for any purpose, must comply with all of the district's policies, rules and regulations.

### **2) Entry and Participation Fees**

Any person or group who uses the school's facilities for a recreational activity may not charge an entrance or participation fee for that activity unless the person or group has obtained insurance sufficient to indemnify the school district for any possible claims under the Nebraska Political Subdivision Tort Claims Act. Rental fees, if any, for school facilities and property shall be set by the board or the board's designee. The board may adjust rental fees at its discretion.

### **3) Supervision of Students**

The kitchen, industrial technology, weight rooms, and other facilities or property containing potentially dangerous equipment may not be used by students when school is not in session, unless supervised by an adult approved by the administration.

### **4) Use of Equipment and Staff**

The district shall bear any costs for a school group (e.g., the fee paid to a cook or a custodian required to be in attendance). All other groups will reimburse the school districts for reasonable staffing costs.

Students, faculty and community members may borrow school equipment for non-school use only if they have received the prior permission of the superintendent or building principal.

### **5) Denial of Access**

Pursuant to Policy 3018, the superintendent or designee may limit or deny access to school buildings, grounds, and activities to any person or group whom the administrator deems to be using the facilities in a manner that is unsafe or inconsistent with the educational mission of the district.

Adopted on: 12-14-15

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

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

**3015**  
**Time Away From School Activities**

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: 12-14-15

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

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

**3016  
Smoking**

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

Adopted on: 6/10/19

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

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

**3017**  
**Press Releases**

All press releases regarding school-related activities and events must have administrative approval prior to being given to the media. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: 2/8/2016

Revised on: 7/10/2017

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

### 3018

#### Denying Access to School Premises or Activities

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

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

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

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

Adopted on: 9-12-2016

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

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

**3019**  
**Sale or Disposal of School Property**

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: 12-14-15

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

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

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: 12-14-15

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

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

**3031**

**Students Electing to Attend School in Adjoining State**

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exceptions to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: 12-14-15

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

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

## 3032

### Copying Fees for School District Records

Requests for copies of school district records shall be subject to applicable copying fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; \$.10 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; \$.10 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- The actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first four hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; \$.10 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; \$.10 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Deposit.** The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: 12-14-15

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

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

### **3033**

#### **Lending Textbooks to Children Enrolled in Private Schools**

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

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

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

**3034**  
**DISBURSEMENTS**

Notwithstanding any provision of any other policy, facsimile signatures of board members may be used to sign any warrant, check, or other instrument drawn upon bank depository funds of the district, and a person or persons delegated by the board may sign and validate all warrants, checks, and other instruments drawn upon bank depository funds of the district.

Adopted on: 12-14-15

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

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

### 3035

#### Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	<ol style="list-style-type: none"><li>1. Classroom Teacher</li><li>2. Principal/Assistant Principal</li><li>3. Superintendent</li></ol>
<b>Instruction or Curriculum:</b>	<ol style="list-style-type: none"><li>1. Teacher</li><li>2. Principal/Curriculum Director</li><li>3. Superintendent</li></ol>
<b>Transportation:</b>	<ol style="list-style-type: none"><li>1. Bus Driver</li><li>2. Principal/Assistant Principal</li><li>3. Superintendent</li></ol>
<b>Facilities, Grounds, or Maintenance:</b>	<ol style="list-style-type: none"><li>1. Custodial staff</li><li>2. Head custodian</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Policy or Handbook:</b>	<ol style="list-style-type: none"><li>1. Principal</li><li>2. Superintendent</li></ol>
<b>Athletics:</b>	<ol style="list-style-type: none"><li>1. Coach</li><li>2. Athletic/Activities Director</li><li>3. Principal</li><li>4. Superintendent</li></ol>
<b>Personnel:</b>	<ol style="list-style-type: none"><li>1. Employee in question</li><li>2. Principal</li><li>3. Superintendent</li></ol>
<b>All Other Matters</b>	<ol style="list-style-type: none"><li>1. Building Principal</li><li>2. Superintendent</li></ol>

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This

policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at <http://madison.esu8.org>

Adopted on: 12-14-15

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

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

## 3036

### **Purchasing (Credit) Card Program**

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

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

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

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

## **3037 Petty Cash**

The elementary school, middle school, high school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

**Fund Custodians.** The amount of each fund will not exceed \$2,000. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	Elementary Principal
High School:	Activities Secretary
District Office:	Office Manager

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

**Documentation.** All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

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

**Purchase Review Procedures.** The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund

documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

**Reconciliation and Closeout.** Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (June 30<sup>th</sup>). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meeting as determined by the board.

Adopted on: 7-10-2017

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

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. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. 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.

### **2. Threat Assessment Team**

The threat assessment team (team) shall consist of the administrative team, school counselor and local law enforcement. 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.

### **3. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon

receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and 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.

#### **4. Communication with the Public about Reported Threats**

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and 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 if that individual is a minor.

#### **5. 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: 9-12-2016  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3040**

### **School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

#### **I. General Safety and Security**

##### **a. NDE Rubric**

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

##### **b. School Hours**

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

##### **c. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

##### **d. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief

for students. Therefore, memorials are generally not allowed anywhere on school premises.

- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
  - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
  - b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the crisis team.
  - c. The crisis team will consider:
    - i. The current research regarding the potential psychological harm that could be caused by a memorial;
    - ii. The potential disruption to the school's learning environment;
    - iii. The cost to the district of erecting and/or maintaining a memorial;
    - iv. Whether prior tragedies have been commemorated by a memorial;
    - v. The potential for future tragedies which could necessitate a similar memorial; and
    - vi. Any other factor which the crisis team deems relevant to its recommendation.
  - d. After consideration of the factors outlined above, the crisis team will make a recommendation as to whether the prohibition against memorials should be waived.

- e. The Superintendent will communicate the crisis team's recommendation to the individual requesting the memorial.
  - f. If the crisis team recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
  - g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- iii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

## **II. Superintendent's Duties Related to Safety and Security**

### **a. Appointment of Crisis Team**

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

**b. Compliance with Fire and Safety Codes**

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

**c. Annual Safety Audits**

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

**d. Mutual Aid Agreements**

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

**III. Building Principals' Duties Related to Safety and Security**

**a. Positive and Safe Learning Environment**

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

**b. Visitor Protocol.**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

### **c. Emergency Drills**

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: 6/11/2018

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

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

## 3041

### **Crisis Team Duties**

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

#### **1. Membership on and Chair of Team**

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

#### **2. Meetings of the Crisis Team**

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

#### **3. School Self-Assessment**

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

#### **4. All-Hazard School Safety Plan**

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

#### **5. Standard Response Protocol (SRP)**

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

#### **6. Consultation With Building Principals**

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

**7. Consultation with Threat Assessment Team**

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

**8. Review of Training**

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

**9. Communication with School Community and Stakeholders**

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

**10. Communication with the Board of Education**

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's report at a regular board meeting.

Adopted on: 9-12-2016

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

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

**4040**  
**Employment Terms for Classified Staff**

**Each position listed below shall be hired by the superintendent on the terms stated.**

**Head Custodian**

Employed on a 12-month basis

Provided appropriate level of Employee-Family coverage insurance

Allowed 5 days of paid vacation during your first year of employment, 10 days from years 2-9, then 15 days after 9 years, cumulative to 15 days.

Allowed 10 days of paid sick leave per year, adding one more day for every year employed, up to 15 days, cumulative to 45 days

Allowed 3 days of paid personal leave per year, these days do not accumulate

Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, Easter, the Fourth of July and Memorial Day

**Business Manager**

Employed on a 12-month basis

Provided appropriate level of Employee-Family coverage insurance

Allowed 5 days of paid vacation during your first year of employment, 10 days from years 2-9, then 15 days after 9 years, cumulative to 15 days.

Allowed 10 days of paid sick leave per year, adding one more day for every year employed, up to 15 days, cumulative to 45 days

Allowed 3 days of paid personal leave per year, these days do not accumulate

Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, Easter, the Fourth of July and Memorial Day

**Lunch & Activities Secretary**

Employed on an hourly basis only as needed

Offered Employee/Spouse coverage insurance, if declined, employee is given cash in lieu

Allowed 5 days of paid vacation during your first year of employment, 10 days from years 2-9, then 15 days after 9 years

Allowed 10 days of paid sick leave, cumulative to 45 days

Allowed 3 days of paid personal leave per year, these days do not accumulate

Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, Easter, the Fourth of July and Memorial Day

Allowed 2 personal days per year

*Prior agreements allowed per superintendent's approval on an individual basis*

### **Principal's/AD Secretary's**

Employed on an hourly basis only as needed

Offered paid single coverage insurance, if declined, employee is given cash in lieu

Allowed 5 days of paid vacation during your first year of employment, 10 days from years 2-9, then 15 days after 9 years

Allowed 10 days of paid sick leave, cumulative to 45 days

Allowed 3 days of paid personal leave per year, these days do not accumulate

Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, Easter, the Fourth of July and Memorial Day

Allowed 2 personal days per year

### **Federal Programs**

Employed on an hourly basis only as needed

Offered paid single coverage insurance, if declined, employee is given cash in lieu

Allowed 5 days of paid vacation during your first year of employment, 10 days from years 2-9, then 15 days after 9 years

Allowed 10 days of paid sick leave, cumulative to 45 days

Allowed 3 days of paid personal leave per year, these days do not accumulate

### **Cooks**

Employed on an hourly basis only as needed

Offered paid single coverage insurance, if declined, employee is given cash in lieu

Allowed 10 days of paid sick leave, cumulative to 45 days

Allowed 2 days of paid personal leave per year, these days do not accumulate

Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Easter

Paid from the Hot Lunch Fund

**Para Educators**

Employed on an hourly basis only as needed  
Offered paid single coverage insurance, if declined, employee is given cash in lieu  
Allowed 10 days of paid sick leave, cumulative to 45 days  
Allowed 2 days of paid personal leave per year, these days do not accumulate  
Paid holidays to include Labor Day, Thanksgiving, Christmas Day, New Year’s Day, and Easter

**Physical Exam**

Any non-certified school employees who are required to do so by law must have a yearly physical examination. Required physical exams will be paid for by the district and a written notice given to the superintendent previous to September 1 of the ensuing year. The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent. If the employee wishes to go to a doctor other than the one specified by the board, the expenses will not be borne by the district.

**Summer Workshops for Food Handlers**

Those employed to handle and prepare food for the Hot Lunch Program are asked to attend the school provided by the State Department of Food Services. All costs of the school and registration fees will be paid by the board of education. Transportation will be provided.

**Non-Certified Substitute Pay**

A substitute for a non-certified staff member will be paid on an hourly rate set each year at the regular April school board meeting.

**Other Provisions Applicable to All Classified Staff**

**Rate of Pay**

All classified staff shall be paid an hourly rate. Classified employees who work more than 40 hours in a workweek shall receive 1½ times their regular hourly rate for each hour over 40 worked.

Adopted on: 1/11/16  
Revised on: 5-13-2019 (TBA)  
Reviewed on: \_\_\_\_\_

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website.. Newspapers of general circulation in the district include, but are not necessarily limited to, the Madison Starmail or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

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

### 4. Minutes

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

Adopted on: 10-12-20

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

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

## **3001 Budget**

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

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

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

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

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

**Budget Adoption.** After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general

circulation within the school district within twenty calendar days after its adoption without further hearing.

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

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

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

Adopted on: 10-12-20

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

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

**3004.1**  
**Fiscal Management for Purchasing and Procurement Using Federal Funds**

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

### **1. Purchases up to \$10,000 (Micro-Purchases)**

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

### **2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)**

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

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

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

#### **4. Noncompetitive Proposals (Sole Sourcing)**

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

#### **C. Use of Purchase (Debit & Credit) Cards**

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

#### **D. Federal Procurement System Standards**

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

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

## **E. Debarment and Suspension**

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

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

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

## **F. Settlements of Issues Arising Out of Procurements**

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

### **III. Conflict of Interest and Code of Conduct**

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

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

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

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

### **C. Favors and Gifts**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

### **D. Enforcement**

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

## **IV. Property Management Systems**

### **A. Property Classifications**

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

3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;

9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

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

#### **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for

other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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

## **V. Other Contract Matters.**

### **A. Required Terms**

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

### **B. Contracting with Certain Vendors**

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

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

## **2. Maintenance of Procurement Records**

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

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of

passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 10-12-20

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

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

## 4043

### **Professional Boundaries and Appropriate Relationships Between Employees and Students**

School district employees and student teachers or interns (“employees”) are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

**Sexual Relationships Prohibited.** Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

**Grooming Prohibited.** Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

**Communication Between Employees and Students.** The preferred methods for employees to communicate with students are in person, school e-mail accounts, and other Electronic modes of communication as allowed by each building principal. Employees may use the following personal

communication systems to communicate with students: school e-mail account, text messaging, instant messaging, Canvas learning system, Google classroom and Zoom. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

**Reporting a Policy Violation.** Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or [Nde.investigations@nebraska.gov](mailto:Nde.investigations@nebraska.gov).

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (402) 454-3333, the county sheriff at (402)454-2110, or the Nebraska State Patrol at (402) 370-3456.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor,

the Title IX coordinator, or other school employee with whom she or he feels comfortable.

**Retaliation Prohibited.** Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

**Policy Violations.** Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

**Policy Verification.** Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

**No Limits on Reports to NDE.** Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: 10-12-20

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

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

## 5018

### Parent and Guardian Involvement In Education Practices

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

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

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

- b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

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

Adopted on: 10-12-20

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

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

## 5067

### **Student Assistance Team or Comparable Problem Solving Team**

Pursuant to the Rules of the Nebraska Department of Education, the school district uses a general education student assistance team ("SAT") or a comparable problem solving team ("Team"). The SAT or Team will use and document problem-solving and intervention strategies to assist teachers in the provision of general education and to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

If the SAT or Team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. The referral shall comply with the requirements of the Rules of the Nebraska Department of Education.

All teaching staff must:

- 1) Support the SAT or Team process by appropriately referring students who may benefit from the SAT or Team process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT or Team.

The failure to support the SAT or Team process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: \_\_\_\_\_

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

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

# Document G701

<b>PROJECT:</b> (Name and Address) Madison High Phase IV	<b>CHANGE ORDER NUMBER:</b> 7 - MEZZ	<b>OWNER</b> <input type="checkbox"/>
	<b>DATE:</b> 10/1/2020	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NO:</b> 1353	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and Address) dwb, inc PO Box 626 Madison, NE 68748	<b>CONTRACT DATE:</b> 12/11/2018	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Phase IV	<b>OTHER</b> <input type="checkbox"/>

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




1) 10 Toilet Paper Holders (Spe'd as "By Owner", provided by dwb)	Add	442.50
2) Correction to calculating error for Flooring option in C.O. #6	Add	\$355.00
3) Handi cap Ramp with Dimpled Mat at Tower Entry	Add	\$385.00
4) Poplar Trim at Interior Handi cap Ramp	Add	\$662.00
5) Remove & Finish the Existing Middle School Door/ Entry Way	Add	\$1,065.00

Subtotal	\$2,909.50
P & O	\$290.95
Bond	\$32.00

The original Contract Sum was	\$	\$1,678,133.00
The net change by previously authorized Change Orders	\$	\$57,114.74
The Contract Sum prior to this Change Order was	\$	\$1,735,247.74
The Contract Sum will be increased by this Change Order in the amount of	\$	\$3,232.45
The new Contract Sum including this Change Order will be	\$	\$1,738,480.19
The Contract Time will be unchanged by		

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

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

<u>Fakler Architect</u> ARCHITECT (Firm name)	<u>dwb, inc</u> CONTRACTOR (Firm name)	<u>Madison Public Schools</u> OWNER (Firm name)
<u>1001 N 6th St, Beatrice, NE 68310</u> ADDRESS	<u>PO Box 626, Madison, NE 68748</u> ADDRESS	<u>700 S. Kent, Madison, NE 68748</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Michael Fakler</u> Typed name	<u>Douglas Wagner</u> Typed name	<u>Alan Ehlers</u> Typed name
<u>10/7/2020</u> DATE	<u>10/1/2020</u> DATE	<u>                    </u> DATE