

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, October 14, 2019 7:00 PM
Middle School/High School Conference Room
700 South Kent St.
Madison, NE 68748-0450

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

1. Call the Meeting to Order
 1. Roll Call
 2. Pledge of Allegiance
 3. Open Meetings Act
 4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
 1. Presentation from our preschool classroom teachers.
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
6. Action Items
 1. Discuss, consider, and take all necessary action to Reaffirm Board Policies 3001- 3054's.
 2. Discuss, consider, and take all necessary action to approve resignation.
 3. Discuss, consider, and take all necessary action to approve Teaching contacts.
 4. Discuss, consider, and take all necessary action to go out for bids for future copy machine lease to begin in June of 2020.
 5. Discuss, consider and take all necessary action to go out out for go out for bids for future Insurance provider.
 6. Discuss, consider, and take all necessary action on a bid from Heartland communications for a security cameras system for the Phase IV project.
7. Discuss, consider, and take all necessary action to advertise for a Middle School teacher and a Instructional coach for the 2020-2021 school year.
8. Executive Session
 1. Discuss certificated staff compensation and benefit package to protect the public interest and prevent needless injury to a staff member's reputation.
9. Topics for next month's Board of Education meeting
10. 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.

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	5			
Checking	5	Fund: 05 ACTIVITY FUND		
AMAZON.COM CREDIT	885736447654	Brag Button Backdrop	26.79	
		Vendor Total:		26.79
ANDERSON'S	9500861	Homecoming Supplies	258.64	
		Vendor Total:		258.64
AREHART, STEVE	Official 9-20-19	Official V FB 9-20-19 - Wisner-Pilger	110.00	
		Vendor Total:		110.00
BARRINGER, JAROD	Official 9-20-19	Official V FB 9-20-19 - Wisner-Pilger	110.00	
		Vendor Total:		110.00
BARRY, ANN	Official 9-16 & 9-19	Official - 9 16 & 9-19-19	180.00	
BARRY, ANN	Official 9-23-19	Official 9-23-19 C Team VB - Schuyler	55.00	
		Vendor Total:		235.00
BEIERMANN, JASON	Official 9-27-19	Official 9-27-19 V FB - Elkhorn Valley	110.00	
		Vendor Total:		110.00
BLOEDORN, LONDON	Official 10-1-19	Official-JV/V SB -Tekamah-Herman 10-1-19	115.00	
		Vendor Total:		115.00
BOONE CENTRAL SCHOOLS	Entry Fee-9-27-19	Entry Fee-HS CC @ Boone Central 9-27	65.00	
BOONE CENTRAL SCHOOLS	Entry Fee-9-27-19-1	Entry Fee-MS CC @ Boone Central 9-27-19	50.00	
BOONE CENTRAL SCHOOLS	FCCLA Dist 5	FCCLA District 5 Registration	170.00	
		Vendor Total:		285.00
BORER, JEFF	Official 9-10-19	V VB - Madison Triangular	300.00	
		Vendor Total:		300.00
BSN SPORTS, LLC	905974797	Confirmation 301406860	439.87	
BSN SPORTS, LLC	906104006	Supplies	467.81	
BSN SPORTS, LLC	906104007	Replace items lost-bag blew out of van	129.98	
BSN SPORTS, LLC	906304016	HS Track uniform tops & shorts (50)	3,093.05	
		Vendor Total:		4,130.71
CENTRAL CITY HIGH SCHOOL	Entry Fee - 9-19-19	Entry Fee 9-19-19	100.00	
CENTRAL CITY HIGH SCHOOL	Entry Fee 9-19-19	Entry Fee 9-19-19	60.00	
		Vendor Total:		160.00
CHOICE FOODS	002031761308	Groceries-FCCLA Kickoff Meeting	18.81	
CHOICE FOODS	002037891050	Plates & Napkins	10.50	
		Vendor Total:		29.31

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
CUSTOM SPORTS	25545	Weightlifting shirts	775.00	
CUSTOM SPORTS	25622	XC T-shirts, sweatshirts, sweatpants	1,663.00	
CUSTOM SPORTS	25668	Shirts	745.00	
CUSTOM SPORTS	25739	MS Volleyball Uniforms (17 tops)	476.00	
CUSTOM SPORTS	25781	Volleyball t-shirts Fundraiser	808.00	
CUSTOM SPORTS	25823	MS Team VB t-shirts - FR	513.00	
		Vendor Total:		4,980.00
DEUSTER, LLC	79713	Supplies	221.48	
		Vendor Total:		221.48
DISTRICT IV NEBRASKA AG ED ASS'N	2019-20 Dues	District IV NAEA Dues	300.00	
		Vendor Total:		300.00
FIELDS HARDWARE	171212	FB Field Markers	31.91	
		Vendor Total:		31.91
FLEER, MICHAEL	Official 10-1-19	Official-JV/V SB -Tekamah-Herman 10-1-19	115.00	
FLEER, MICHAEL	Official 9-26-19	Official 9-26-19 V SB Tri (DC/CC)	165.00	
		Vendor Total:		280.00
FLORAL EXPRESSIONS	0106550	2019 Homecoming flowers	182.50	
		Vendor Total:		182.50
FORD, AMANDA	Memorial	Memorial	25.00	
		Vendor Total:		25.00
HAUDER, NICHOLAS	Official 9-26-19	Official 9-26-19 V SB Tri (DC/CC)	165.00	
		Vendor Total:		165.00
HERNANDEZ, LARISSA	Class Banner	Reimbursement-class banner supplies-2020	57.00	
		Vendor Total:		57.00
HOFFMAN, REBECCA	Official 9-26-19	Official 9-26-19 C/JV/V VB - Twin River	300.00	
		Vendor Total:		300.00
JACKSON, KURT	Official - 9-9-19	MS/JV FB vs Clarkson-Leigh	125.00	
JACKSON, KURT	Official 9-16-19	Official - 9-16-19	75.00	
JACKSON, KURT	Official 9-23-19	Official 9-23-19 MS FB - Ainsworth	50.00	
		Vendor Total:		250.00
JACKSON, KYLE	Official - 9-9-19	MS/JV FB vs Clarkson-Leigh	125.00	
JACKSON, KYLE	Official 9-16-19	Official 9-16-19	75.00	
JACKSON, KYLE	Official 9-23-19	Official 9-23-19 MS FB - Ainsworth	50.00	
		Vendor Total:		250.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
KAY, MIKE	Official 9-27-19	Official 9-27-19 V FB - Elkhorn Valley	110.00	
		Vendor Total:		110.00
KRUGER, AARON	Official 9-20-19	Official V FB 9-20-19 - Wisner-Pilger	110.00	
		Vendor Total:		110.00
L'HEUREUX, ROD	Official 9-19-19	Official 9-19-19	150.00	
		Vendor Total:		150.00
LINDSAY, DARYL	Official 9-27-19	Official 9-27-19 V FB - Elkhorn Valley	110.00	
		Vendor Total:		110.00
LOVERCHECK, DARIN	Reimbursement 8-28	Reimburse-popcorn bags from Sysco	34.67	
		Vendor Total:		34.67
MADISON POST PROM	Popcorn Supplies	Popcorn supplies from Madison Co Fair	90.00	
		Vendor Total:		90.00
MAHASKA - SNACK	MA00011312	Snacks	464.40	
MAHASKA - SNACK	MA00011352	Snacks	178.00	
		Vendor Total:		642.40
MAHASKA	3059483	Pop/Gatorade	576.00	
MAHASKA	3059538	Pop/Gatorade	696.00	
MAHASKA	3059542	Pop	42.75	
MAHASKA	919191	Pop	108.00	
		Vendor Total:		1,422.75
MEIER, ROD	Official 9-27-19	Official 9-27-19 V FB - Elkhorn Valley	110.00	
		Vendor Total:		110.00
MINER, LELAND	Official 9-19-19	Official 9-19-19	150.00	
		Vendor Total:		150.00
MPS LUNCH FUND	August 2019	Advisory Council Lunches/Concessions	188.06	
		Vendor Total:		188.06
NEBRASKA FCCLA	4220-04	FCCLA Fall Leadership Registration	120.00	
		Vendor Total:		120.00
NeSHAKESPEAR ON TOUR	2019 Grant	2019 NeShakespeare on Tour- Prod & Worksho	1,250.00	
		Vendor Total:		1,250.00
PENNE SCREENPRINTING & SIGNS	537	Watershed polos & wind shirts	93.91	
		Vendor Total:		93.91
PIERCE HIGH SCHOOL	Entry Fee 10-1-19	Entry Fee-MS CC @ Pierce 10-1-19	42.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
				Vendor Total: 42.00
PIZZA HUT OF MADISON	17	Concessions	63.00	
PIZZA HUT OF MADISON	60	Concessions	36.00	
				Vendor Total: 99.00
REEVES, TIM	Official - 9-9-19	MS/JV FB vs Clarkson-Leigh	125.00	
REEVES, TIM	Official 9-16-19	Official 9-16-19	75.00	
REEVES, TIM	Official 9-23-19	Official 9-23-19 MS FB - Ainsworth	50.00	
REEVES, TIM	V*Official 9-23-19	Official 9-23-19 MS FB - Ainsworth	(50.00)	
				Vendor Total: 200.00
SAYLER, MATT	Official 9-27-19	Official 9-27-19 V FB - Elkhorn Valley	110.00	
				Vendor Total: 110.00
SCHIEFELBEIN, DAN	Official 9-16 & 9-19	Official 9-16 & 9-19-19	180.00	
SCHIEFELBEIN, DAN	Official 9-19-19	Official-9-19-19 MS VB-Schuyler (extra)	45.00	
SCHIEFELBEIN, DAN	Official 9-23-19	Official 9-23-19 C Team VB - Schuyler	55.00	
				Vendor Total: 280.00
SCHOMER, JERRY	Official - 9-9-19	MS/JV FB vs Clarkson-Leigh	125.00	
SCHOMER, JERRY	Official 9-16-19	Official 9-16-19	75.00	
SCHOMER, JERRY	Official 9-23-19	Official 9-23-19 MS FB - Ainsworth	50.00	
				Vendor Total: 250.00
SHINDIGZ	Z21864620103	Homecoming Supplies	499.45	
				Vendor Total: 499.45
SIMONSON, STEVE	Official 9-20-19	Official V FB 9-20-19 - Wisner-Pilger	110.00	
				Vendor Total: 110.00
STANTON COMMUNITY SCHOOLS	Entry Fee 10-3-19 HS	Entry Fee-HS CC @ Pierce 10-3-19	100.00	
STANTON COMMUNITY SCHOOLS	Entry Fee 10-3-19 MS	Entry Fee-MS CC @ Stanton 10-3-19	45.00	
				Vendor Total: 145.00
UNIVERSITY OF NEBRASKA-LINCOLN	2019 Career Day	2019 UNL Career Day Registration & Lunch	558.75	
				Vendor Total: 558.75
VARSITY SPIRIT	12738478	Cheer Anklets	48.65	
				Vendor Total: 48.65
WILD ROOTS GREENHOUSE & MARKET	144	Poinsettias & supplies	368.66	
				Vendor Total: 368.66
WISNER-PILGER SCHOOLS	Entry Fee 9-5-19	HS CC @ Wisner-Pilger HS	90.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
WISNER-PILGER SCHOOLS	JV VB 9-14-19	Entry Fee 9-14-19	90.00	
		Vendor Total:		180.00
WOEPPPEL, JEREMY	Official 9-20-19	Official V FB 9-20-19 - Wisner-Pilger	110.00	
		Vendor Total:		110.00
ZAZZLE.COM	131-91652783-3282062	Brag Buttons	55.94	
ZAZZLE.COM	131-95731723-2386246	Brag Buttons	267.91	
		Vendor Total:		323.85
		Fund Total:		20,820.49
		Checking Account Total:		20,820.49

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

1: Call the meeting to order

Motion to call the meeting to order at 7:06 pm. Passed with a motion by Harlow Hanson and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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

2: Consent Agenda

Motion to approve consent agenda items 2.1 thru 2.5 as presented. Passed with a motion by Jim Reeves and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

A to Z Vac N Sew	Supplies	13.95
Albracht Disposal Service	Garbage Removal	325.00
Allied 100 LLC DBA AED Superstore	Supplies	342.00
Amazon.Com Credit	Supplies, Teaching Materials, Technology	2,707.33
Apple, Inc.	iPads	6,080.00
Brads Repair Inc.	Repairs	917.61
Bullseye Fire Protection	Inspection	380.00
Centerpoint Energy Services	Natural Gas	373.59
Central Nebraska Rehab Services	Contracted Services	997.85
Central Sand & Gravel Co.	Gravel	946.34
Choice Foods	Supplies	309.20
City of Madison	Utilities	675.12
Custom Sports	Embroidery	12.00
Eakes Office Solutions	Supplies	214.54
Ecolab Pest Elimination Division	Pest control	81.85
Educational Resources Inc.	Workbooks	690.00
Educational Service Unit #8	Contract	3,500.00
Egan Supply Co.	Supplies	93.03
Eisenmann Supplies	Supplies	13.17
Exemplar, Inc.	Consulting/Coaching	7,200.00
Field's Hardware	Supplies	377.97
Frontier	Phone services	11.70
Great America Financial Services Corp	Copier Lease	3,678.23
GT Fire & Security, Inc.	Inspection	150.00
Guaranteed Lawn Care	Lawn Care	3,065.00
Henry Doorly Zoo	Field Trip	560.00
Herfel, Kayla	Reimbursement	31.94
Hy-Vee Food Stores, Inc.	Supplies	341.76
J W Pepper & Son Inc.	Music	134.99
Jackson Services	Supplies	93.80
Ken's Band Instrument Repair	Instrument Repairs	106.50
KSB School Law	Legal Fees	137.50
Lifetrack Services	Surveys	560.00
Lower Elkhorn NRD	Registration	60.00

MARC (Mid-American Research Chemical)	Supplies	816.47
McGraw-Hill Education Book Company	Teaching Materials	1,071.07
Midtown Health Center	Contracted Services	53.00
National Art & School Supplies	Supplies	201.74
Nebraska Association of School Boards	Membership	30.00
Nebraska Public Health Environmental Lab	Water Testing	15.00
Nebraska Safety Center Pupil Transportation	Registration	100.00
One Source	Background Check	121.00
Pearson Longman	Teaching Materials	7,800.48
Pinkelman Truck and Trailer	Repairs	9,137.66
Pitney Bowes	Supplies	254.97
Pizza Hut of Madison	Food	131.92
Priority Communications & Solutions Inc.	Professional Services	113.00
Pyramid School Products	Supplies	533.06
Reigle Implement Co., Inc.	Supplies	94.30
Scrub's Repair	Repairs	995.22
Short Stop, The	Fuel	1,375.33
Sparklight (Formerly Cable One)	Cable Box Rental	27.02
US Bank Cardmember Services	Supplies	3,074.07
Walmart Community	Supplies	45.04
Water Engineering Inc.	Water Services	425.04
Winsupply Norfolk NE Co	Supplies	65.19

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 2001-2017 Board policies.

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, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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

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

10: Discuss, consider, and bring motion to approve an agreement for the Alice Jones Building off the table for discussion.

Motion to bring the topic of a lease for the Alice Jones Building off the table. Passed with a motion by Deb Neidig and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

11: Discuss, consider, and take all necessary action to approve an agreement for use of the Alice Jones building.

Motion to approve an agreement on the Alice Jones building for the stated amount of \$7000.00 per year. Passed with a motion by Jim Reeves and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Abstain (With Conflict). Yea: 5, Nay: 0, Abstain (With Conflict): 1

12: Discuss, consider, and take all necessary action on the 2019/20 General Fund Budget for the School District of Madison Public School 59-0001.

Motion to approve the 2019/20 General Fund Budget for the School District of Madison Public School 59-0001 with General Fund Expenditures of \$9,225,000.00 as advertised and reviewed. Passed with a motion by Steve Ruh and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

13: Discuss, consider, and take all necessary action on the 2019/20 budgets for the Depreciation Fund, Building Fund, Bond Fund, School Lunch Fund, QCPU Fund, School Activities Fund, Student Fee Fund of Madison Public School District 59-0001 as advertised and reviewed.

Motion to approve the 2019/20 budgets for the Depreciation Fund, Building Fund, Bond Fund, School Lunch Fund, QCPU Fund, School Activities Fund, Student Fee Fund of Madison Public School District 59-0001 as advertised and reviewed. 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

14: Discuss, consider, and take all necessary action on the 2019/20 Property Tax Resolution with the tax asking of \$6,850,830.00 with an estimated property tax levy of \$0.872867 as advertised for the Madison Public School District 59-0001.

Motion to approve the 2019/20 Property Tax Resolution with the tax asking of \$6,850,830.00 with an estimated property tax levy of \$0.872867 as advertised for the Madison Public School District 59-0001. 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

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

Motion to approve resolution on option enrollment. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

16: Discuss, consider, and take all necessary action to declare to play 8 man football for the next two year cycle.

Motion made to declare to play 8 man football for the next two year cycle. Passed with a motion by Jim Knapp and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

17: Discuss, consider, and take all necessary action on a change order on the color of the canopies for the Phase IV project.

Motion made to change the color of the canopies to Copper Penny color. Passed with a motion by Kate Ebeling and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

18: Discuss, consider, and take all necessary action to approve a change order to add bollards at the northeast corner entrance of the new gym.

Motion to approve the change order. 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

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

20: Adjournment

Motion to adjourn at 8:43 PM. Passed with a motion by Steve Ruh and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

President

Secretary

Budget Hearing
Monday, September 9, 2019 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: Present, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 6

1: Call the Hearing to order

1.1 Roll Call

1.2 Open Meetings Act

2: Discussion and review of the proposed 2019-20 School District Budget for all funds.

3: Adjourn the Hearing

Motion to adjourn Hearing at 6:50 PM. Passed with a motion by Harlow Hanson 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

President

Secretary

Special Hearing
Monday, September 9, 2019 6:45 PM Central

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

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

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, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

1.1 Roll Call

1.1.1 Excuse absent board members

1.2 Open Meetings Act

2: Discussion and review of the final tax request rates and proposed tax levy's for the 2019-20 school year..

3: Adjourn the Hearing

Motion to adjourn Hearing at 7:06 PM. Passed with a motion by Steve Ruh and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

President

Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
<u>Checking</u>	1			
Checking	1	Fund: 01 GENERAL FUND		
ALBRACHT DISPOSAL SERVICE	0919 STMT	GARBAGE REMOVAL	325.00	
		Vendor Total:		325.00
AMAZON.COM CREDIT	433935846648	TEACHING MATERIALS	2,950.00	
AMAZON.COM CREDIT	444967685363	SUPPLIES	62.95	
AMAZON.COM CREDIT	464368639857	TEACHING SUPPLIES	56.76	
AMAZON.COM CREDIT	465733893639	TEACHING SUPPLIES	724.40	
AMAZON.COM CREDIT	538594446399	SUPPLIES	45.95	
AMAZON.COM CREDIT	553869674983	SUPPLIES	72.96	
AMAZON.COM CREDIT	777794575356	SUPPLIES	15.95	
AMAZON.COM CREDIT	834767873453	TEACHING SUPPLIES	1,899.00	
AMAZON.COM CREDIT	854953657464	SUPPLIES	882.00	
AMAZON.COM CREDIT	953843639574	SUPPLIES	121.20	
		Vendor Total:		6,831.17
APPEARA	456139	SUPPLIES	28.73	
APPEARA	460454	SUPPLIES	28.25	
APPEARA	464786	SUPPLIES	28.93	
APPEARA	469079	SUPPLIES	28.40	
		Vendor Total:		114.31
ARRAZCAETA, KENDRY	0919 REIMBURSEMENT	REIMBURSEMENT	29.99	
		Vendor Total:		29.99
ASSETGENIE, INC DBA AGIREPAIR	1426123	COMPUTER REPAIRS	150.00	
ASSETGENIE, INC DBA AGIREPAIR	1426342	COMPUTER REPAIRS	160.00	
ASSETGENIE, INC DBA AGIREPAIR	1426343	COMPUTER REPAIRS	160.00	
ASSETGENIE, INC DBA AGIREPAIR	1426344	COMPUTER REPAIRS	110.00	
ASSETGENIE, INC DBA AGIREPAIR	1426345	COMPUTER REPAIRS	275.00	
ASSETGENIE, INC DBA AGIREPAIR	1426346	COMPUTER REPAIRS	125.00	
ASSETGENIE, INC DBA AGIREPAIR	1426388	COMPUTER REPAIRS	199.00	
ASSETGENIE, INC DBA AGIREPAIR	1426389	COMPUTER REPAIRS	125.00	
ASSETGENIE, INC DBA AGIREPAIR	1426390	COMPUTER REPAIRS	199.00	
		Vendor Total:		1,503.00
BAUER BUILT TIRE & SERVICE	0870190377	TIRE REPAIRS	678.00	
BAUER BUILT TIRE & SERVICE	0870190558	TIRE REPAIRS	786.13	
		Vendor Total:		1,464.13
BCN	22804522	TELEPHONE SERVICES	149.53	
BCN	22818633	TELEPHONE SERVICES	142.43	
		Vendor Total:		291.96
BEARD-WARREN HEATING & AIR CONDITIONING, INC	069273	REPAIRS	5,726.90	
		Vendor Total:		5,726.90
BIG COUNTRY AUTO	67233	VEHICLE INSPECTION	37.45	
		Vendor Total:		37.45
BRADY & AMY'S	0919 STMT	FUEL	315.64	
		Vendor Total:		315.64
CENTER FOR SCIENCE MATH & COMPUTER 2019-MATH		REGISTRATION	125.10	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	125.10
CENTERPOINT ENERGY SERVICES, INC.	3896973	NATURAL GAS	363.95	
			Vendor Total:	363.95
CENTRAL NEBRASKA REHAB SERVICES	08312019	SERVICES	1,704.72	
			Vendor Total:	1,704.72
CHOICE FOODS	0919 STMTS	SUPPLIES & FUEL	3,166.70	
			Vendor Total:	3,166.70
CITY OF MADISON	0919 50400	UTILITIES	416.58	
CITY OF MADISON	0919 50670	UTILITIES	159.06	
CITY OF MADISON	0919 50675	UTILITIES	85.00	
CITY OF MADISON	0919 70650	UTILITIES	4,892.06	
CITY OF MADISON	0919 70700	UTILITIES	9,060.51	
			Vendor Total:	14,613.21
COLONIAL RESEARCH CHEMICAL	144103	SUPPLIES	147.10	
COLONIAL RESEARCH CHEMICAL	144113	SUPPLIES	120.70	
			Vendor Total:	267.80
COMFORT RIDGE INN & SUITES,	7898	BINATIONAL LODGING	4,554.00	
			Vendor Total:	4,554.00
CONNECTING POINT	41183	COMPUTER REPAIRS	16.25	
			Vendor Total:	16.25
CORNHUSKER INTERNATIONAL TRUCK	4147019	REPAIRS	51.53	
			Vendor Total:	51.53
CRESCENT ELECTRIC SUPPLY COMPANY	S506906027.001	SUPPLIES	139.08	
			Vendor Total:	139.08
CUSTOM SPORTS	25612GEN	SUPPLIES	144.00	
CUSTOM SPORTS	25644	POLOS	468.00	
CUSTOM SPORTS	25727-GEN	TSHIRTS	1,048.25	
			Vendor Total:	1,660.25
DAS STATE ACCTG-CENTRAL FINANCE OCIO	1183102	ERATE	2,414.40	
			Vendor Total:	2,414.40
DENT SPECIALISTS	127050	SUPPLIES	17.94	
DENT SPECIALISTS	127111	SUPPLIES	20.89	
DENT SPECIALISTS	127130	SUPPLIES	49.63	
DENT SPECIALISTS	127275	SUPPLIES	18.00	
DENT SPECIALISTS	127767	SUPPLIES	69.95	
DENT SPECIALISTS	128042	SUPPLIES	23.00	
DENT SPECIALISTS	128199	SUPPLIES	319.90	
			Vendor Total:	519.31
EAKES OFFICE SOLUTIONS	7803472-0	SUPPLIES	2,405.67	
EAKES OFFICE SOLUTIONS	7862639-0	SUPPLIES	41.78	
EAKES OFFICE SOLUTIONS	7873806-0	SUPPLIES	76.56	
			Vendor Total:	2,524.01

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
ECOLAB PEST ELIMINATION DIVISION	7691641	PEST CONTROL	81.85	
		Vendor Total:		81.85
EDUCATIONAL SERVICE UNIT #1	R108742	TRAINING REGISTRATIONS	240.00	
EDUCATIONAL SERVICE UNIT #1	R108777	TRAINING REGISTRATIONS	60.00	
		Vendor Total:		300.00
EDUCATIONAL SERVICE UNIT #7	09122019-2	REGISTRATION FEE	60.00	
		Vendor Total:		60.00
EDUCATIONAL SERVICE UNIT #8	05682	NEW TEACHER ACADEMY	500.00	
EDUCATIONAL SERVICE UNIT #8	INV-005590	REGISTRATION	2,816.00	
		Vendor Total:		3,316.00
EISENMANN SUPPLIES	S1888150110	SUPPLIES	43.96	
EISENMANN SUPPLIES	S1888150330	SUPPLIES	39.25	
		Vendor Total:		83.21
ELLER HEATING & AIR CONDITIONING	190903-10	REPAIRS & MAINTENANCE	2,594.00	
ELLER HEATING & AIR CONDITIONING	190916-15	REPAIRS	197.50	
		Vendor Total:		2,791.50
ENGINEERED CONTROLS INC.	167755	REPAIRS	535.36	
ENGINEERED CONTROLS INC.	51696	SERVICE AGREEMENT	3,150.00	
ENGINEERED CONTROLS INC.	51697	SERVICE AGREEMENT	3,300.00	
		Vendor Total:		6,985.36
EXEMPLAR, INC	100619	CONSULTING/COACHING	7,200.00	
		Vendor Total:		7,200.00
FIELDS HARDWARE	0919 STMT	SUPPLIES	156.03	
		Vendor Total:		156.03
FLOOR MAINTENANCE	WEB-	SUPPLIES	164.40	
		Vendor Total:		164.40
FRONTIER	0919 STMT	PHONE SERVICES	700.31	
		Vendor Total:		700.31
GREATAMERICA FINANCIAL SERVICES CORPORATION	25617554	COPIER LEASE	3,702.52	
		Vendor Total:		3,702.52
GUARANTEED LAWN CARE	3152	LAWN SERVICE	2,880.00	
		Vendor Total:		2,880.00
GULLICKSEN, JODY	0919 REIMBURSEMENT	REIMBURSEMENT	80.00	
		Vendor Total:		80.00
HY-VEE FOOD STORES, INC	5833862775	SUPPLIES	118.18	
HY-VEE FOOD STORES, INC	5833893567	SUPPLIES	53.88	
		Vendor Total:		172.06
INTERNATIONAL ACADEMY OF SCIENCE, ACELLUS EDUCATION CENTER	65781	DISTRICT WIDE LICENSE	8,595.00	
INTERNATIONAL ACADEMY OF SCIENCE,	66086	COMPUTER REPAIR	198.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
ACELLUS EDUCATION CENTER				Vendor Total: 8,793.00
ISLAND SUPPLY WELDING CO.	628899	WELDER REPAIR	85.58	Vendor Total: 85.58
JACKSON SERVICES	4150517	SUPPLIES	54.20	
JACKSON SERVICES	4150518	SUPPLIES	39.60	Vendor Total: 93.80
KEN'S BAND INSTRUMENT REPAIR	2019-001034	INSTRUMENT REPAIRS	64.00	Vendor Total: 64.00
KSB SCHOOL LAW	6832	LEGAL SERVICES	4,115.00	Vendor Total: 4,115.00
MADISON JUNIOR WRESTLING ASSOCIATION	1920 RENTAL	BUILDING RENTAL	7,000.00	Vendor Total: 7,000.00
MADISON STAR MAIL	13380	PUBLICATIONS	758.65	Vendor Total: 758.65
MENARDS - NORFOLK	72361	SUPPLIES	40.81	
MENARDS - NORFOLK	72690	SUPPLIES	55.56	Vendor Total: 96.37
MIDWEST MUSIC CENTER (Barnhill Enterprises)	194979	SUPPLIES	23.98	
MIDWEST MUSIC CENTER (Barnhill Enterprises)	195530	SUPPLIES	10.00	
MIDWEST MUSIC CENTER (Barnhill Enterprises)	197057	SUPPLIES	56.40	Vendor Total: 90.38
MPS ACTIVITY FUND	0919 REIMBURSEMENT	REIMBURSEMENT	838.75	Vendor Total: 838.75
MPS LUNCH FUND	100538	REIMBURSEMENT	383.60	
MPS LUNCH FUND	100539	REIMBURSEMENT	18.58	
MPS LUNCH FUND	100540	REIMBURSEMENT	83.00	
MPS LUNCH FUND	100541	REIMBURSEMENT	619.37	
MPS LUNCH FUND	100544	REIMBURSEMENT	29.06	Vendor Total: 1,133.61
NE REGIONAL DEAF ED PROGRAM	09132019	SERVICES	405.84	Vendor Total: 405.84
NEBRASKA APPLIANCE CENTER	INV007629	APPLIANCE LEASE	519.00	Vendor Total: 519.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	517956	WATER TESTING	30.00	Vendor Total: 30.00
NORTHEAST COMMUNITY COLLEGE	20192020	TRAINING	30.00	Vendor Total: 30.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
O'KEEFE ELEVATOR CO., INC.	00499580	ELEVATOR MAINTENANCE	311.84	
		Vendor Total:		311.84
ONE SOURCE	2877-20190930	BACKGROUND CHECK	67.00	
		Vendor Total:		67.00
OTUS, LLC	0000317	SUBSCRIPTION	1,500.00	
		Vendor Total:		1,500.00
PER MAR SECURITY SERVICES	2138781	CONTRACTED SERVICES	1,011.00	
		Vendor Total:		1,011.00
PINKELMAN TRUCK AND TRAILER	12901	TRUCK REPAIRS	78.75	
PINKELMAN TRUCK AND TRAILER	13152	TRUCK REPAIRS	1,773.84	
PINKELMAN TRUCK AND TRAILER	13187	TRUCK REPAIRS	922.26	
		Vendor Total:		2,774.85
PITNEY BOWES	1013877841	POSTAGE RENTAL	117.00	
		Vendor Total:		117.00
PIZZA HUT OF MADISON	0919 STMT	FOOD	131.92	
		Vendor Total:		131.92
PRIORITY COMMUNICATIONS & SOLUTIONS INC.	2764	PHONE REPAIRS	328.50	
		Vendor Total:		328.50
RAMADA MIDTOWN CONFERENCE CENTER	07262019	CONFERENCE LODGING	107.86	
		Vendor Total:		107.86
REIGLE IMPLEMENT CO., INC.	0022042	SUPPLIES	3.25	
		Vendor Total:		3.25
SCHOOL DATEBOOKS	S19-0157403	SUPPLIES	863.92	
		Vendor Total:		863.92
SCRUB'S REPAIR	550368	REPAIRS	879.76	
		Vendor Total:		879.76
SHORT STOP, THE	0919 STMTS	FUEL	130.87	
		Vendor Total:		130.87
SPARKLIGHT (FORMERLY CABLE ONE)	0919 STMT	CABLE	26.55	
		Vendor Total:		26.55
STRONG FATHERS-STRONG FAMILIES LLC	MPS191024	MATH NIGHT	2,250.00	
		Vendor Total:		2,250.00
US BANK CARDMEMBER SERVICES	SEPTEMBER 2019	CREDIT CARD CHARGES	4,152.27	
		Vendor Total:		4,152.27
VOLKMAN PLUMBING & HEATING	187838REISSUE	REPAIRS & MAINTENANCE	127.77	
VOLKMAN PLUMBING & HEATING	189381	REPAIRS	212.02	
		Vendor Total:		339.79
VOYAGER SOPRIS LEARNING	2149984	TEACHING MATERIALS	549.73	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
		Vendor Total:	549.73
WALMART COMMUNITY	924700400875	SUPPLIES	33.17
WALMART COMMUNITY	927200763039	SUPPLIES	63.33
		Vendor Total:	96.50
WINSUPPLY NORFOLK NE CO	42850100	REPAIRS	26.00
		Vendor Total:	26.00
		Fund Total:	117,155.69
		Checking Account Total:	117,155.69

MADISON PUBLIC SCHOOLS
TREASURER'S REPORT

September 30, 2019

General Fund

BALANCE

Last year's balance

Balance Forward as of	<u>August 31, 2019</u>				\$2,304,168.32	
Receipts		+	\$	774,566.52		
Expenditures		-	\$	545,432.72		
Balance as of	<u>September 30, 2019</u>				\$2,533,302.12	\$2,536,125.84

Employee Benefit Fund

Balance Forward as of	<u>August 31, 2019</u>				\$12,140.97	
Receipts		+	\$	2,745.59		
Expenditures		-	\$	6,615.89		
Balance as of	<u>September 30, 2019</u>				\$8,270.67	\$11,677.99

Petty Cash Fund

Balance Forward as of	<u>August 31, 2019</u>				\$2,447.47	
Receipts		+	\$	2,275.22		
Expenditures		-	\$	2,274.56		
Balance as of	<u>September 30, 2019</u>				\$2,448.13	\$1,329.63

Total Assets for General Fund

\$2,544,020.92

\$2,549,133.46

Depreciation Fund

Balance Forward as of	<u>August 31, 2019</u>				\$797,473.48	
Receipts		+	\$	1,417.50		
Expenditures		-	\$	7,287.93		
Balance as of	<u>September 30, 2019</u>				<u>\$791,603.05</u>	\$924,825.56

Bond Fund

Balance Forward as of	<u>August 31, 2019</u>				\$206,144.20	
Receipts		+	\$	25,638.00		
Expenditures		-	\$	-		
Balance as of	<u>September 30, 2019</u>				<u>\$231,782.20</u>	\$267,559.01

Qualified Capital Purpose Fund

Balance Forward as of	<u>August 31, 2019</u>				\$434,220.63	
Receipts		+	\$	20,017.98		
Expenditures		-	\$	17,628.72		
Balance as of	<u>September 30, 2019</u>				<u>\$436,609.89</u>	\$395,256.91

Special Building Fund

Balance Forward as of	<u>August 31, 2019</u>				\$5,107,540.77	
Receipts		+	\$	127,215.90		
Expenditures		-	\$	300,095.92		
Balance as of	<u>September 30, 2019</u>				<u>\$4,934,660.75</u>	\$5,760,566.19

Investment Checking

Balance Forward as of	<u>August 31, 2019</u>				\$320,763.25	
Receipts		+	\$	572.54		
Expenditures		-	\$	-		
Balance as of	<u>September 30, 2019</u>				<u>\$321,335.79</u>	\$313,813.44

		GENERAL FUND RECEIPTS			
		CURRENT	2018-2019		NET
LINE #	DESCRIPTION	BUDGET	ESTIMATED	CURRENT	CHANGE
			RECEIPTS	PRIVATE	
	TOTAL LOCAL	\$5,677,613	\$718,331		
	TOTAL STATE	\$662,273	\$6,420		
	TOTAL FEDERAL	\$414,249	\$49,816		
3540	Early Childhood	\$0	\$0		
6200	Title I	\$0	\$0		
6210	Title I Part A	\$0	\$0		
6215	SIG Middle School	\$0	\$0		
6230	Title ID Delinquent Ed.	\$0	\$0		
6310	Title IIA, Educator Quality	\$0	\$0		
6404	IDEA Base	\$0	\$0		
6406	IDEA Base P/S	\$0	\$0		
6410	IDEA Enrollment Poverty	\$0	\$0		
6412	Idea Prop Share	\$0	\$0		
6915	Title IC Migrant Education	\$0	\$49,816		
6968	21st Century ASP	\$0	\$0		
6992	REAP	\$0	\$0		
5400	NON-REVENUE SOURCES (SOP)	\$0	\$0		
			BUDGET OF EXPENDITURES		
		CURRENT	ESTIMATED		
		BUDGET	CURRENT		%
			SPENDING		Remaining
1100	REGULAR EDUCATION	\$4,275,000.00	\$287,326		93%
1200	SPECIAL EDUCATION	\$830,000	\$38,223		95%
2100/2150	SUPPORT SERVICES - PUPILS	\$390,000	\$32,041		92%
2200	SUPPORT SERVICES - STAFF	\$180,000	\$15,405		91%
2310	BOARD OF EDUCATION	\$68,000	\$521		99%
2320	EXECUTIVE ADMINISTRATION	\$200,000	\$16,218		92%
2330	DISTRICT LEGAL SERVICES	\$25,000	\$138		99%
2410	OFFICE OF THE PRINCIPAL	\$475,000	\$23,134		95%
2510	GENERAL ADMINISTRATION/BS	\$300,000	\$13,907		95%
2610	MAIN. & OPERATION OF BLDS.	\$1,046,000	\$27,305		97%
2710	REGULAR TRANSPORTATION	\$128,000	\$15,299		88%
2712	SCHOOL AGE SPED TRAN.	\$20,000	\$953		95%
3535	HIGH ABILITY LEARNERS	\$2,500	\$148		94%
6000	FEDERAL PROGRAMS	\$1,047,500	\$73,986		93%
8000	TRANSFER TO DEPRECIATION	\$0			#DIV/0!
8000	TRANSFER TO ATHLETICS/LUNCH	\$0			#DIV/0!
8000	TRANSFER TO OTHERS	\$38,000			100%
	BUDGET GROWTH	\$200,000.00			100%
	TOTAL BUDGET	\$9,025,000	\$544,602		94%

September Board Meeting

Depreciation fund

McGraw Hill-\$7,287.93

Special Building fund

Fakler Architects-\$2,369.36

Mid-States Engineering & Testing-\$205.00

DWB, INC.-\$155,226.05

DWB, INC.-\$130,491.05

DWB, INC.-\$11,804.46

October Board Meeting

Depreciation fund

McGraw Hill-\$3765.85

DWB, Inc.-\$14,952.05

Special Building fund

DWB, Inc.-\$618,324.91

DWB, Inc.-\$139,772.40

Fakler Architects, LLC-\$508.08

September Approved Bills

Current Financial Position for Phase IV project

Special Building Fund

Project/requirement	Current Funds	Estimate Cost or Goal	Actual Cost
Gym and Locker rooms	\$3,912,547.00	\$3,592,191.00	\$205,934,739.75
Middle School Addition	\$1,757,203.00	\$1,678,133.00	\$707,769.51
Sprinklers	\$107,358.00	\$107,358.00	\$29,231.68
Lease Repayment	\$200,000.00		\$145,647.23
Working Capital	\$0.00		
Balance as of November 2018	\$5,869,750.00		
Total		\$5,377,682.00	\$206,817,388.17

Depreciation Fund

Concrete Replacement	\$928,244.00	\$339,071.00	
Bus Drop Off	\$3,231.00	\$3,231.00	\$15,778.55
Total		\$342,302.00	\$15,778.55

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 3

To:

Madison Public Schools
PO Box 450
Madison, NE 68748

PROJECT:

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

From Contractor:

dwb, inc.
PO Box 626
Madison, NE 68748

VIA ARCHITECT:

Fakler Architects
1001 N 6th St
Beatrice, NE 68310

CONTRACT FOR: MHS (Gym & Locker Room)

Application No.: Application Date: Period To: Contract Date:
8 SEP 27, 2019 SEP 30, 2019 DEC 18, 2018

Project Nos:

Distribution List: Owner Construction Mgr
 Architect Field
 Contractor Other

Contractor's Application for Payment

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

1. Original Contract Amount: \$ 3,592,191.00
2. Net of Change Orders: \$ 15,805.40
3. Net Amount of Contract: \$ 3,607,996.40
4. Total Completed & Stored to Date: \$ 1,579,812.38
5. Retainage Summary:
 - a. 5.00 % of Completed Work \$ 63,854.43
 - b. 5.00 % of Stored Material \$ 15,136.20

- Total Retainage: \$ 78,990.63
6. Total Completed Less Retainage: \$ 1,500,821.75
7. Less Previous Applications: \$ 882,496.84

8. Current Payment Due, This Application: \$ 618,324.91

9. Contract Balance (Including Retainage): \$ 2,107,174.65

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	15,805.40	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	15,805.40	0.00
NET of Change Orders:	15,805.40	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature) _____

dwb, inc.

Date: SEP 27, 2019

State Authorized: Nebraska

County of: Madison

Subscribed and sworn to before me this 27th day of September, 2019

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED: \$618,324.91

Michael D. Fakler

(Architect's Signature)

Date: 10/2/2019

APPLICATION FOR PAYMENT - CONTINUATION SHEET

From: dwb, inc. PO Box 626 Madison, NE 68748	To: Madison Public Schools PO Box 450 Madison, NE 68748
Project: MHS GYM & LOCKER RM Madison High Gym & Lockers Addition Madison, NE	
Application No: 8 Application Date: 9/27/2019 Period To: 9/30/2019 Contract Date: 12/18/2018 Architects Project#:	

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)						
1	General	489,556.00	173,725.00		24,294.00	0.00	198,019.00	291,537.00	9,900.95
2	Guard Rail, Striping, Signs	9,250.00	0.00		0.00	0.00	0.00	9,250.00	0.00
3	Drain Tile	5,980.00	0.00		0.00	524.00	524.00	5,456.00	26.20
4	Termite Treatment	2,618.00	0.00		0.00	0.00	0.00	2,618.00	0.00
5	Dumpster, Fencing, Erosion Con	6,800.00	6,800.00		0.00	0.00	6,800.00	0.00	340.00
6	Grading	30,000.00	30,000.00		0.00	0.00	30,000.00	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	0.00		0.00	0.00	0.00	6,000.00	0.00
9	Footings & Cast in place walls	168,000.00	140,000.00		0.00	0.00	140,000.00	28,000.00	7,000.00
10	Steel Reinforcement	20,148.00	10,456.00		0.00	0.00	10,456.00	9,692.00	522.80
11	Concrete Floors, Steps, Stoops	43,470.00	0.00		0.00	0.00	0.00	43,470.00	0.00
12	Precast Panels	395,000.00	0.00		385,000.00	0.00	385,000.00	10,000.00	19,250.00
13	Precast & Steel Erection	197,300.00	88,910.00		63,890.00	0.00	152,800.00	44,500.00	7,640.00
14	Masonry	211,500.00	0.00		15,000.00	25,000.00	40,000.00	171,500.00	2,000.00
15	Structural Steel	174,500.00	136,988.75		0.00	0.00	136,988.75	37,511.25	6,849.44
16	Rough Framing Carpentry	19,604.00	0.00		1,000.00	3,431.00	4,431.00	15,173.00	221.55
17	Finish Carpentry	3,646.00	0.00		0.00	0.00	0.00	3,646.00	0.00
18	Fluid Applied Waterproofing	6,988.00	0.00		1,000.00	2,481.00	3,481.00	3,507.00	174.05
19	Foam Fill Insulation	3,000.00	0.00		0.00	0.00	0.00	3,000.00	0.00
20	Foam Board Insulation	780.00	0.00		0.00	0.00	0.00	780.00	0.00
21	Air Barriers & Flashings	21,893.00	0.00		16,500.00	0.00	16,500.00	5,393.00	825.00
22	M Roof, Siding, Soffits, flash	328,700.00	0.00		3,667.30	67,191.03	70,858.33	257,841.67	3,542.92
23	Sealants	4,500.00	0.00		0.00	0.00	0.00	4,500.00	0.00
24	HM Doors & Frames	42,703.00	0.00		0.00	0.00	0.00	42,703.00	0.00
25	Hatch Doors	1,400.00	0.00		0.00	0.00	0.00	1,400.00	0.00
		2,200,536.00	586,879.75		510,351.30	98,627.03	1,195,858.08	1,004,677.92	59,792.91

APPLICATION FOR PAYMENT - CONTINUATION SHEET

From:

dwb, inc.
PO Box 626
Madison, NE 68748

To:

Madison Public Schools
PO Box 450
Madison, NE 68748

Project:

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

Application No: 8

Application Date: 9/27/2019

Period To: 9/30/2019

Contract Date: 12/18/2018

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)							
26	Overhead Doors	3,551.00	0.00	0.00	0.00	0.00	0.00	3,551.00	0.00	
27	Alum Doors, Frames, Windows	57,064.00	0.00	0.00	0.00	0.00	0.00	57,064.00	0.00	
28	Metal Framing & Drywall	23,940.00	1,940.00	0.00	0.00	1,940.00	8	22,000.00	97.00	
29	Ceramic Tile	21,637.00	0.00	0.00	0.00	0.00	0	21,637.00	0.00	
30	Acoustical Ceiling	7,399.00	0.00	0.00	0.00	0.00	0	7,399.00	0.00	
31	Painting	23,923.00	0.00	0.00	0.00	0.00	0	23,923.00	0.00	
32	Resin Floors	22,400.00	0.00	0.00	0.00	0.00	0	22,400.00	0.00	
33	Wood Gym Floor	126,900.00	0.00	0.00	0.00	0.00	0	22,400.00	0.00	
34	RR Stalls & Accessories	21,079.00	0.00	6,345.00	6,345.00	6,345.00	5	120,555.00	317.25	
35	Lockers	18,500.00	0.00	0.00	0.00	0.00	0	21,079.00	0.00	
36	Gym Equipment	36,122.00	0.00	0.00	0.00	0.00	0	18,500.00	0.00	
37	Laminate Casework	24,760.00	0.00	0.00	0.00	0.00	0	36,122.00	0.00	
38	Telescopic Bleachers	90,675.00	0.00	0.00	0.00	0.00	0	24,760.00	0.00	
39	Elevator	71,166.00	0.00	0.00	0.00	0.00	0	90,675.00	0.00	
40	Fire Sprinklers	22,791.00	24,558.00	0.00	0.00	24,558.00	35	46,608.00	1,227.90	
41	HVAC	195,285.00	1,500.00	0.00	0.00	1,500.00	13	19,791.00	150.00	
42	Plumbing	195,285.00	5,131.00	203.00	203.00	122,999.00	66	66,952.00	6,416.65	
43	Site Utilities	234,000.00	11,720.00	560.00	560.00	26,200.00	20	156,805.00	1,924.00	
44	Electrical	195,178.00	95,600.00	0.00	0.00	20,000.00	49	118,400.00	5,780.00	
45	C.O. #1 Unsuit Soils	10,556.30	13,610.00	6,299.00	6,299.00	33,398.00	27	141,871.00	2,665.35	
46	C.O. #2	5,249.10	10,556.30	0.00	0.00	0.00	100	0.00	527.82	
			0.00	1,835.00	1,835.00	0.00	35	3,414.10	91.75	
		3,607,996.40	751,495.05	525,593.30	525,593.30	302,724.03	44	2,028,184.02	78,990.63	

APPLICATION FOR PAYMENT

CAP702

Page: 1 of 3

To:

Madison Public Schools
PO Box 450
Madison, NE 68748

PROJECT:

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

Application No.: Application Date: Period To: Contract Date:
8 SEP 27, 2019 SEP 30, 2019 DEC 18, 2018

Project Nos:

From Contractor:

dwb, inc
PO Box 626
Madison, NE 68748

VIA ARCHITECT:

Fakler Architects
1001 N 6th St
Beatrice, NE 68310

Distribution List:

Owner
 Architect
 Contractor
 Construction Mgr
 Field
 Other

CONTRACT FOR:

Contractor's Application for Payment

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

1. Original Contract Amount: \$ 1,678,133.00
2. Net of Change Orders: \$ 15,877.90
3. Net Amount of Contract: \$ 1,694,010.90
4. Total Completed & Stored to Date: \$ 873,985.68
5. Retainage Summary:
 - a. 5.00 % of Completed Work \$ 36,101.94
 - b. 5.00 % of Stored Material \$ 7,597.34
 Total Retainage: \$ 43,699.28
6. Total Completed Less Retainage: \$ 830,286.40
7. Less Previous Applications: \$ 690,514.00
8. Current Payment Due, This Application: \$ 139,772.40
9. Contract Balance (Including Retainage): \$ 863,724.50

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	15,877.90	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	15,877.90	0.00
NET of Change Orders:	15,877.90	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature)

Joe Truck

dwb, inc

Date: SEP 27, 2019

State Authorized: Nebraska

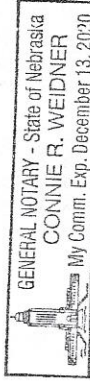
County of: Madison

Subscribed and sworn to before

me this 27th day of September, 2019

Notary Public: *Connie R. Weidner*

My Commission expires: 12-13-2020



ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED: \$139,772.40

Michael D. Faber

(Architects Signature)

Date: 10/2/2019

APPLICATION FOR PAYMENT - CONTINUATION SHEET

<p>From: dwb, inc. PO Box 626 Madison, NE 68748</p>	<p>To: Madison Public Schools PO Box 450 Madison, NE 68748</p>
<p>Project: MHS MEZZ-COMMONS-RR Mezzanine, Commons, Concession, RR Madison, NE</p>	
<p>Application No: 8 Application Date: 9/27/2019 Period To: 9/30/2019 Contract Date: 12/18/2018 Architects Project#:</p>	

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	General	111,412.00	46,310.00	5,917.00	0.00	52,227.00	47	59,185.00	2,611.35
2	Demolition	6,685.00	6,685.00	0.00	0.00	6,685.00	100	0.00	334.25
3	Grading	49,600.00	49,600.00	0.00	0.00	49,600.00	100	0.00	2,480.00
4	Termite Treatment	929.00	0.00	0.00	0.00	0.00	0	929.00	0.00
5	Fill & Backfill	6,000.00	250.00	5,750.00	0.00	6,000.00	100	0.00	300.00
6	Helical Piles	113,000.00	113,000.00	0.00	0.00	113,000.00	100	0.00	5,650.00
7	Footings, Cast in place walls	139,000.00	122,000.00	0.00	0.00	122,000.00	88	17,000.00	6,100.00
8	Steel Reinforcement	28,614.00	15,685.00	0.00	0.00	15,685.00	55	12,929.00	784.25
9	Concrete: Floors, Steps, Stoop	33,646.00	0.00	0.00	0.00	0.00	0	33,646.00	0.00
10	Steel Erection	40,000.00	32,500.00	4,500.00	0.00	37,000.00	93	3,000.00	1,850.00
11	Masonry	78,500.00	0.00	0.00	0.00	0.00	0	78,500.00	0.00
12	Structural Steel	133,200.00	116,074.00	9,750.00	0.00	125,824.00	94	7,376.00	6,291.20
13	Rough Framing Carpentry	15,164.00	0.00	8,100.00	3,827.84	11,927.84	79	3,236.16	596.39
14	Finish Carpentry	2,480.00	0.00	0.00	0.00	0.00	0	2,480.00	0.00
15	Foam Fill Insulation	1,730.00	0.00	0.00	0.00	0.00	0	1,730.00	0.00
16	Foam Board Insulation	380.00	0.00	0.00	0.00	0.00	0	380.00	0.00
17	Rolled Air Barriers	8,557.00	0.00	0.00	1,125.00	1,125.00	13	7,432.00	56.25
18	Fluid Air Barrier & Flashings	3,475.00	0.00	0.00	0.00	0.00	0	3,475.00	0.00
19	Metal Roof, Siding, Soffit, FI	182,666.00	0.00	36,734.82	44,794.02	81,528.84	45	101,137.16	4,076.44
20	Existing Roof Tie In	5,000.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
21	Sealants	900.00	0.00	0.00	0.00	0.00	0	900.00	0.00
22	HM Doors & Frames	23,088.00	0.00	0.00	0.00	0.00	0	23,088.00	0.00
23	Coiling Doors	6,901.00	0.00	0.00	0.00	0.00	0	6,901.00	0.00
24	Aluminum Doors, Frames, Window	100,131.00	0.00	0.00	0.00	0.00	0	100,131.00	0.00
25	Metal Framing & Drywall	71,880.00	7,340.00	23,640.00	0.00	30,980.00	43	40,900.00	1,549.00
		1,162,938.00	509,444.00	94,391.82	49,746.86	653,582.68	56	509,355.32	32,679.13

APPLICATION FOR PAYMENT - CONTINUATION SHEET

<p>From: dwb, inc. PO Box 626 Madison, NE 68748</p>	<p>To: Madison Public Schools PO Box 450 Madison, NE 68748</p>
<p>Project: MHS MEZZ-COMMONS-RR Mezzanine, Commons, Concession, RR Madison, NE</p>	
<p>Application No: 8 Application Date: 9/27/2019 Period To: 9/30/2019 Contract Date: 12/18/2018 Architects Project#:</p>	

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G/C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)							
26	Ceramic Tile	41,715.00	0.00	0.00	0.00	0.00	0.00	0	41,715.00	0.00
27	Acoustical Ceiling	2,632.00	0.00	0.00	0.00	0.00	0.00	0	2,632.00	0.00
28	Painting	16,772.00	0.00	0.00	0.00	0.00	0.00	0	16,772.00	0.00
29	Resin Floors	6,930.00	0.00	0.00	0.00	0.00	0.00	0	6,930.00	0.00
30	RR Stalls & Accessories	20,257.00	0.00	0.00	0.00	0.00	0.00	0	20,257.00	0.00
31	Laminate Casework	9,241.00	0.00	0.00	0.00	0.00	0.00	0	9,241.00	0.00
32	Fire Sprinklers	16,106.00	1,500.00	1,050.00	1,050.00	0.00	2,550.00	16	13,556.00	127.50
33	Plumbing	151,038.00	81,757.00	1,260.00	1,260.00	4,500.00	87,517.00	58	63,521.00	4,375.85
34	HVAC	151,039.00	4,829.00	788.00	788.00	75,629.00	81,246.00	54	69,793.00	4,062.30
36	Electrical	99,465.00	15,900.00	2,099.00	2,099.00	22,071.00	40,070.00	40	59,395.00	2,003.50
37	C.O. #1	13,000.10	9,020.00	0.00	0.00	0.00	9,020.00	69	3,980.10	451.00
38	C.O. # 2	2,877.80	0.00	0.00	0.00	0.00	0.00	0	2,877.80	0.00
		1,694,010.90	622,450.00	99,588.82	99,588.82	151,946.86	873,985.68	52	820,025.22	43,699.28

APPLICATION FOR PAYMENT

CAP702
Page: 1 of 2

To:

Madison Public Schools
PO Box 450
Madison, NE 68748

PROJECT:

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

From Contractor:

dwb, inc.
PO Box 626
Madison, NE 68748

VIA ARCHITECT:

Fakler Architects
1001 N 6th St
Beatrice, NE 68310

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

4 SEP 27, 2019 SEP 30, 2019 DEC 11, 2018

Project Nos:

Distribution List: Owner Construction Mgr
 Architect Field
 Contractor Other

CONTRACT FOR:

Contractor's Application for Payment

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

1. Original Contract Amount: \$ 342,302.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 342,302.00
4. Total Completed & Stored to Date: \$ 32,348.00
5. Retainage Summary:
 - a. 5.00 % of Completed Work \$ 1,617.40
 - b. 5.00 % of Stored Material \$ 0.00

- Total Retainage: \$ 1,617.40
6. Total Completed Less Retainage: \$ 30,730.60
7. Less Previous Applications: \$ 15,778.55

8. Current Payment Due, This Application: \$ 14,952.05

9. Contract Balance (Including Retainage): \$ 311,571.40

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

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature)

Jon Jindra

dwb, inc.

Date: SEP 27, 2019

State Authorized: Nebraska

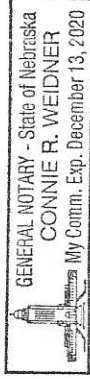
County of: Madison

Subscribed and sworn to before

me this 27th day of September, 2019

Notary Public: *Connie R. Weidner*

My Commission expires: 12-13-2020



ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED: \$14,952.05

Michael D. Fakler

(Architect's Signature)

Date: 10/2/2019

APPLICATION FOR PAYMENT - CONTINUATION SHEET

<p><u>From:</u> dwb, inc. PO Box 626 Madison, NE 68748</p>	<p><u>To:</u> Madison Public Schools PO Box 450 Madison, NE 68748</p>
<p><u>Project:</u> MHS BUS DROP, PAVING MHS Bus Drop Off and Site Paving Madison, NE</p>	
<p>Application No: 4 Application Date: 9/27/2019 Period To: 9/30/2019 Contract Date: 12/11/2018 Architects Project#:</p>	

A Item No	B Description of Work	C Contract Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)							
1	General	46,952.00	6,552.00		2,184.00	0.00	8,736.00	19	38,216.00	436.80
2	Footing & Retaining Wall	76,000.00	0.00		0.00	0.00	0.00	0	76,000.00	0.00
3	Paving, Curb & Gutter	192,507.00	0.00		0.00	0.00	0.00	0	192,507.00	0.00
4	Bus Drop Off Paving	3,231.00	0.00		0.00	0.00	0.00	0	3,231.00	0.00
5	Site Grading	23,612.00	10,057.00		13,555.00	0.00	23,612.00	100	0.00	1,180.60
		342,302.00	16,609.00		15,739.00	0.00	32,348.00	9	309,954.00	1,617.40

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
Checking	06	Fund: 06 SCHOOL NUTRITION FUND	
APPEARA	0456138	Mops	64.43
APPEARA	0460453	Mops	44.84
Vendor Total:			109.27
CHOICE FOODS	001052951404	Lettuce	11.70
CHOICE FOODS	001088581439	Juice - Staff Meetings	18.58
CHOICE FOODS	002020811113	Food for Taco Bar	29.06
Vendor Total:			59.34
CLINCH, YOLANDA	067197	Fresh Produce	66.00
CLINCH, YOLANDA	067198	Fresh Produce	44.00
CLINCH, YOLANDA	813745	Fresh Produce	142.00
CLINCH, YOLANDA	813746	Fresh Produce	82.50
CLINCH, YOLANDA	924205	Fresh Produce	118.50
CLINCH, YOLANDA	924206	Fresh Produce	27.50
Vendor Total:			480.50
EARTHGRAINS BAKING CO. INC.	54330623003	Bread	138.67
EARTHGRAINS BAKING CO. INC.	54330623049	Bread	187.14
EARTHGRAINS BAKING CO. INC.	54330623081	Bread	62.20
EARTHGRAINS BAKING CO. INC.	54330623143	Bread	56.20
EARTHGRAINS BAKING CO. INC.	54330623144	Bread	70.25
EARTHGRAINS BAKING CO. INC.	54330623243	Bread	124.40
EARTHGRAINS BAKING CO. INC.	54330623244	Bread	136.84
Vendor Total:			775.70
HILAND DAIRY FOODS	337857	Milk	11.24
HILAND DAIRY FOODS	337919	Milk	228.14
HILAND DAIRY FOODS	337920	Milk	214.27
HILAND DAIRY FOODS	337954	Milk	173.93
HILAND DAIRY FOODS	337955	Milk	169.87
HILAND DAIRY FOODS	337992	Milk	249.61
HILAND DAIRY FOODS	337993	Milk	235.71
HILAND DAIRY FOODS	338036	Milk	103.37
HILAND DAIRY FOODS	338037	Milk	162.69
HILAND DAIRY FOODS	338075	Milk	263.46
HILAND DAIRY FOODS	338076	Milk	238.36
HILAND DAIRY FOODS	338116	Milk	115.06
HILAND DAIRY FOODS	338117	Milk	261.37
Vendor Total:			2,427.08
MPS GENERAL FUND	Aug 2019 Salaries	August 2019 Kitchen Salaries & Benefits	18,500.13
Vendor Total:			18,500.13
NATIONAL ART & SCHOOL SUPPLIES INC.	701859ACT	Supplies	8.24
Vendor Total:			8.24
PYRAMID SCHOOL PRODUCTS	S1397239.003ACT	Supplies	56.97
Vendor Total:			56.97
SYSCO LINCOLN	261653699/261646975	Food/Supplies	2,091.32
SYSCO LINCOLN	261653700	Food/Supplies	1,400.52

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
SYSCO LINCOLN	261664722	Food/Supplies	1,939.24
SYSCO LINCOLN	261664723	Food/Supplies	1,086.72
SYSCO LINCOLN	261677850	Food/Supplies	1,282.37
SYSCO LINCOLN	261677851	Food/Supplies	1,121.17
Vendor Total:			8,921.34
US BANK CARDMEMBER SERVICES	42999961 #7712	Ref. Garbage Disposal	1,025.86
US BANK CARDMEMBER SERVICES	43435599 #4271	Ref. Garbage Disposal Adapter	114.99
Vendor Total:			1,140.85
Fund Total:			32,479.42
Checking Account Total:			32,479.42

Madison Public Schools

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

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

Karla Kush
Elementary Principal
Travis Jordan
Director of CAI
Christine Knapp
Office Manager

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

The Nebraska Department of Education and AQuESTT released the 2018-2019 Nebraska Educational Profile of each District and School in the state.

- As a District, Madison Ranked as “Needs Improvement.”

Elementary “Good” (NSCAS) % of students at proficiency

Years	Eng. Language Arts	Math 3-5	Science (Grade 5)
2018-2019	36%	35%	57%
2017-2018	32%	36%	63%
2016-2017	33%	**	67%
2015-2016	**	**	33%
2014-2015	**	**	36%

Middle School “Needs Improvement” (NSCAS) % of students at proficiency

Years	Eng. Language Arts	Math	Science (Grade 8)
2018-2019	25%	21%	47%
2017-2018	16%	29%	26%
2016-2017	15%	**	43%
2015-2016	**	**	28%
2014-2015	**	**	39%

High School “Good” (ACT with Year 3 Cohort) % of students at proficiency

Years	Eng. Language Arts	Math	Science
2018-2019	51%	38%	43%
2017-2018	49%	32%	39%
2016-2017	43%	39%	31%

GREEN: New Program implemented to better meet CCR Curricular needs at Elementary and Middle School Level during 15/16 School year. (New Test Being Piloted this Year)

YELLOW: New Program being implemented this school year to meet CCR Curricular needs. Reading Wonders and LA Departmentalization at Elementary. Ready Math and Departmentalization at Middle School, and new Algebra Text in High School.

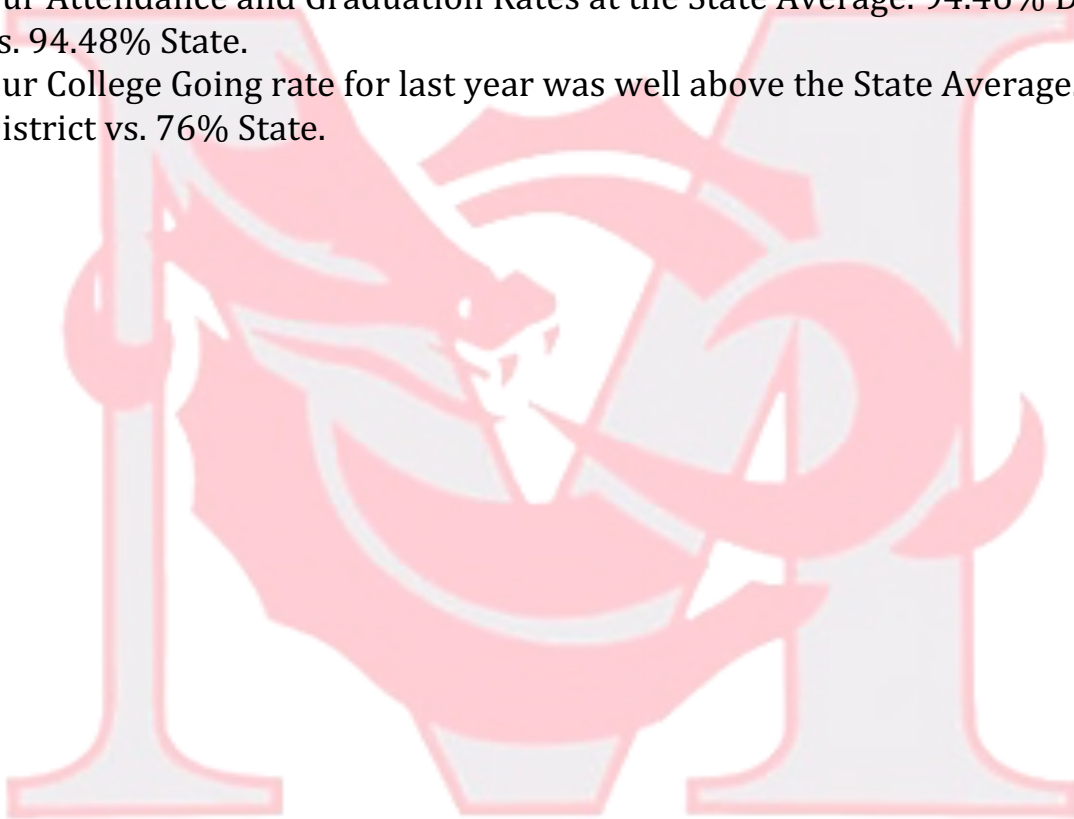
ORANGE: We are already taking steps to identify our CCR Curricular needs in these areas. The only evidence to support the 9% Growth in MS Language Arts is inclusion of 6th grade in Departmentalization.

Things to consider

- **1 student can be anywhere from 2% to 3%** on Science NSCAS and on ACT
- **1 student is less than 1%** on English and Math on NSCAS
- Elementary increased in one area and had a very slight decrease of 1 or 2 students in the other 2.
- Middle School Improved in 2 of 3 Subject Areas
- ACT improved in all 3 areas
-

Key Takeaways

- We are becoming more aware of our Data and using it to make decisions.
- We took a baby step forward, but we are laying the groundwork to support a bigger jump.
- Our Attendance and Graduation Rates at the State Average. 94.46% District vs. 94.48% State.
- Our College Going rate for last year was well above the State Average. 81% District vs. 76% State.



Madison Public Schools

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

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

Karla Kush
Elementary Principal
Travis Jordan
Director of CAI
Christine Knapp
Office Manager

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

Mrs. Kush – October 9, 2019
 Elementary Principal

Number of Students in Elementary School

Grade Level	Current as of 10/4/19	Current as of 9/4/19	Start of the Year 8/7/19
PreK-3	26	26	26
PreK-4	36	36	33
Kindergarten	43	43	46
1 st Grade	35	36	37
2 nd Grade	27	28	28
3 rd Grade	33	34	34
4 th Grade	35	36	39
5 th Grade	35	37	36
Total	270	276	279
Last year ended with 268			

Student Report

	Aug-Sept	Sept-Oct
Attendance	97.08%	95.5%
Tardy %	6.5% (all < 5 tardies)	10% (all < 5 tardies)

1. Parent Teacher Conferences were held Wednesday, October 2nd and Thursday, October 3rd at the elementary. There was a 95% turnout those two days and teachers are continuing to make contact until they reach 100%.
2. The Bookfair was held October 1st through October 3rd in the elementary library. I was encouraging seeing students eager to get to it with their parents.
3. The CSI day on Monday, October 9 was a Mandt training for all elementary and middle school staff, along with the SPED staff at from the high school. The Mandt System is a comprehensive, integrated approach to preventing, de-escalating, and if necessary, intervening when the behavior poses a threat of harm to themselves and/or others. The focus of The Mandt System is on building healthy relationships. There are many crossovers between Mandt and BIST. Overall, it was beneficial getting staff to collaborate and get ideas. ESU 8's, Ruth Miller, and two others helped with hold the training.

4. Dad and Kid Math Night will be held at the elementary school on Thursday, October 24th with Mike Hall.
5. 1st semester Formal Evaluations on non-tenured teachers are underway. Eight to complete at the elementary.



FAKLER ARCHITECTS, L.L.C.

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

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

**ARCHITECT'S
FIELD REPORT**

PROJECT: Madison P. S. Phase IV

FIELD REPORT NO: 6

ARCHITECT'S PROJECT NO: 1353

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

Date: 9/30/2019 Time: 4:30pm-8:00pm Weather: partly cloudy Temp. Range: 85F

Est % of Completion Gym: 44.0% Conformance with schedule (+,-) -

Est % of Completion Comm: 52.0% Present at Site:

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

Est % of Completion Paving: 9.0% Harlow Hanson - Madison P.S.

Work in Progress: Jim Knapp - Madison P.S.

None Doug Wagner - DWB

Ken Daberkow - DWB

Observations:

On site to perform a general observation, and to walk the draw requests. Draw requests were submitted for the gym, commons, and paving projects. Precast erection is three panels from completion. Structural steel is complete except for erection of roof framing members over the locker rooms and commons entry tower. The roof deck is complete except for the locker rooms and commons entry tower. Approximately 2/3 of the commons roof has been insulated. The south 1/4 of the commons floor has been poured. Brick work has begun on the portions above the locker room area roof. Block work has begun on the south side of the gym. Sub fascia is approximately 2/3 complete. Weather barrier has been installed on 80% of the gym. Masonry work is one to two weeks behind schedule. The commons roof is expected to be complete by mid October with the gym roof expected complete by the end of October.

Items to Verify: Architect Gym lighting mounting type and mounting height and locations for duct detectors. Contractor exact location of elevator sump pit.

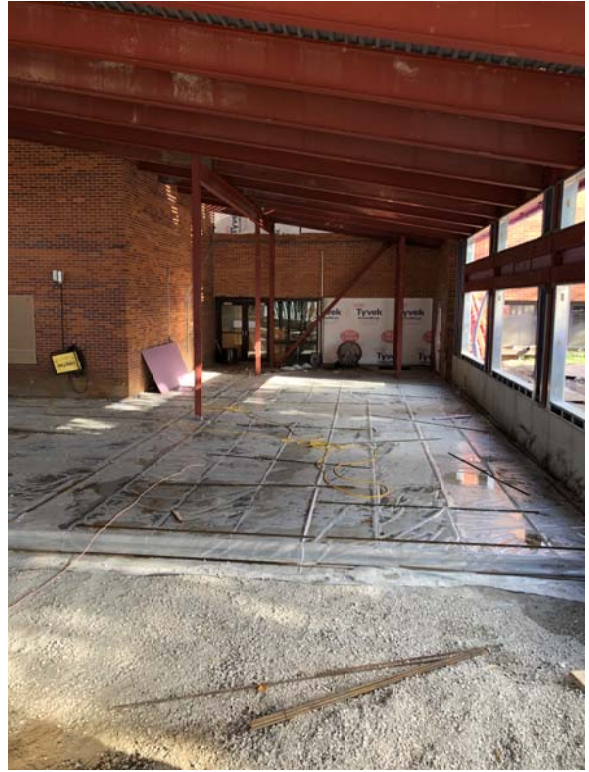
Information or Action Required: Contractor make corrections.

Attachments: Pictures

Report By: Michael D. Fakler, Architect



West elevation of Commons



Commons floor at south end



Commons interior looking North



Commons clerestory



Pre-insulating concealed spaces



Grout at column



Expansion joint at slab abutting wall



Restroom under slab plumbing



Concessions under slab plumbing



Commons handicap ramp and stair



Commons entry tower



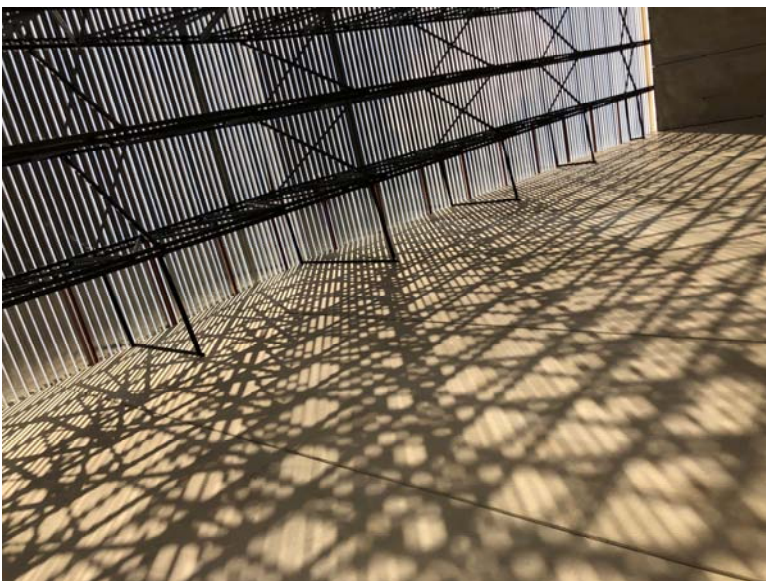
Locker room area



Gym exterior



Gym interior looking east



Cross braces and bridging of Gym roof trusses



Gym to Commons stair location



No grout behind block

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly
HS Principal/AD

Reid Ehrisman
MS Principal/IPM/EL

700 So Kent St.

P.O. Box 450

Madison, NE 68748

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Elementary Phone (402) 454-2656 Fax (402) 454-3978

Karla Kush
Elementary Principal

Travis Jordan

Director of CAI

Christine Knapp
Office Manager

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

Madison High School Board Report October 2019

Enrollment

9th Grade- 34 Students

10th Grade- 44 Student

11th Grade- 45 Students

12th Grade- 40 Students

Total Students 163 Students

Attendance

9th grade 95.43%

10th grade 93.62%

11th grade 95.86%

12th grade 94.66%

- Parent Teacher Conferences Oct 2nd and 9th- Well attended.
- Non-Tenured teacher evaluations underway
- After school program for academic help on Tuesday, Wednesdays, Thursdays is underway and has been well attended.
- Seniors attended College fair in Columbus and Sophomores will be going next week. Juniors are going to Wayne St Friday.
- Teammates currently serving around 50 students, a pumpkin decorating contest is underway.
- MAPS testing took place Oct 9th for all Fr and Soph, Jr will be next week.

ATHLETICS

- Participation numbers, Football 25, Volleyball 26, Softball 11, XC, 13
- Middle School Volleyball 25, MS football 17
- Dakota Gulliksen placed in the top 10 (9) at EHC Conf. meet.
- 5th-6th grade football has been practicing Tuesday and Thursday about 12-15 per practice. Weather holds will be scrimmaging at halftime of Neligh game.
- 6th, 7th, 8th, grade boys holding open gym on Saturdays 10-11:30
- 6th grade Volleyball has been practicing and are planning some contests.
- Winter Sports start November 18th.



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Mr. Ehrisman- September 4, 2019
MS Principal, IPM (Intervention Project Manager), English Learners Coordinator

NUMBER OF STUDENTS IN THE MIDDLE SCHOOL

Grade Level	Current as of 10/10/19	Start of the year 8/7/19
6th Grade	43	43
7th Grade	27	27
8th Grade	39	39
MS Total	109	109

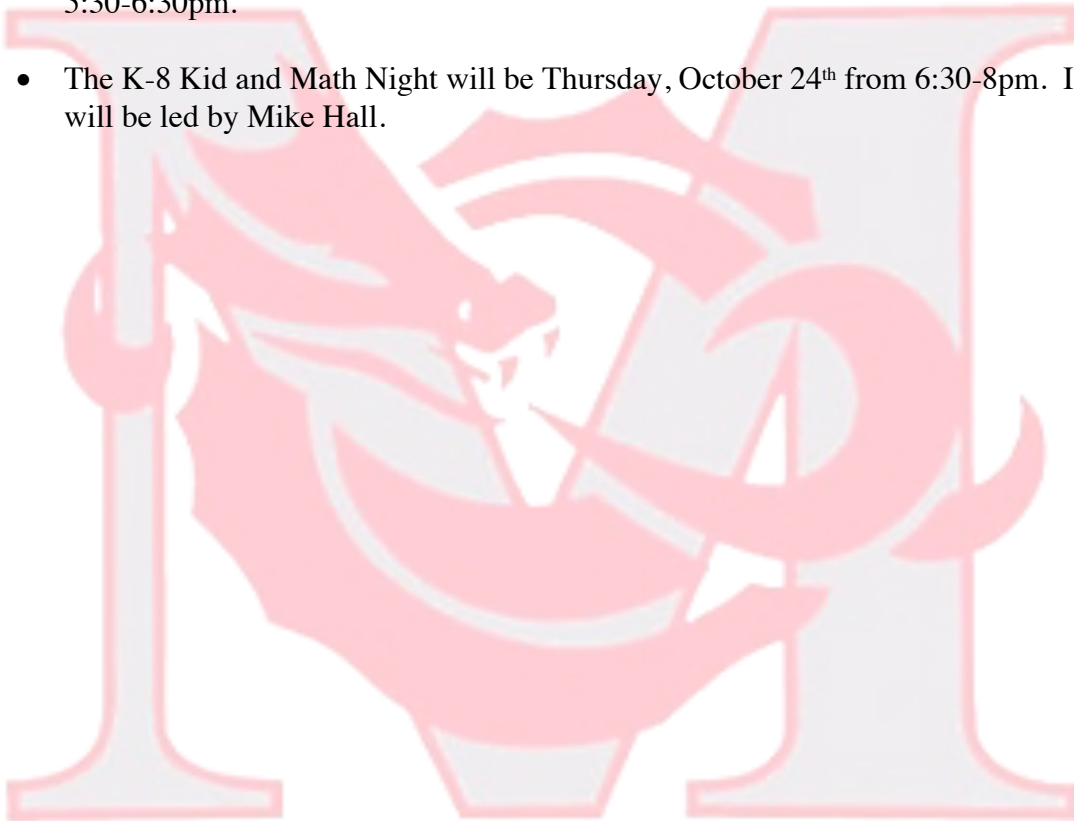
STUDENT REPORT

Grade Level	Attendance as of 10/10/19	8/13-8/31	9/1-9/30
6th Grade	97.38%	98.28%	96.50%
7th Grade	96.89%	96.94%	96.485
8th Grade	94.69%	95.98%	93.95%
MS Total	96.29%	97.11%	95.59%

	# of students in AMP
Week 1	11
Week 2	11
Week 3	5
Week 4	7
Week 5	7

- Meralee Hoffert was in the MS on Oct. 2 and 3rd. During her visits she is observing classrooms, doing side by side coaching, providing feedback and leading the staff through a book study. She will be back on Nov. 11th and 12th.
- Jacquie Winbolt, BIST consultant, was in the MS on September 26th and will be back on Oct. 11.

- First semester PTC are complete. We had 95% attendance. We will follow up with the parents of the 5 students that didn't attend.
- The Middle School MVP (Most Valuable Person) Day went well. I really like the things that we did during that time.
- The MS Pep rally was held on Wednesday, September 18th. It was a great opportunity for us to strengthen our community in the MS.
- The NDE will be coming to the MS on Wednesday, Oct. 16th for their fall SIG on-site visit. This will provide us with the opportunity to showcase the great things that we have been able to do in the MS with the help of the grant.
- We will be having our Parent iPad night on Tuesday, October 22 from 5:30-6:30pm.
- The K-8 Kid and Math Night will be Thursday, October 24th from 6:30-8pm. It will be led by Mike Hall.



New Gym Sound System Donation Opportunities

Madison Public Schools is currently seeking donations to help fund a sound system for the new competition gym with anticipated completion date of September of 2020. The time is now to take the first step to help bring this project to MPS. Our Goal is to Raise \$20,000 for this project. Each donor will receive recognition based on your level of support. Please make donations payable to Madison Public Schools.

Levels of support:

\$2500 Level

\$2000 Level

\$1,500 level

\$1,000 level

\$500 level

\$250 level

\$100 level

\$50 level

2018-19 Membership Collection

Grade	SCH	FWN	MWN	FAP	MAPI	FH	MH	FAI	MAI	FBN	MBN	Female	Male	Grade	FRL	%
PreKK	ELEM	6	4	0		9	7	0	0	0	0	15	11	26	15	57.69%
PreK	ELEM	2	7	2	1	15	9	0	0	0	0	19	18	37	22	59.46%
K	ELEM	5	1	1	2	14	20	0	0	0	0	20	24	44	35	79.55%
1	ELEM	5	1	4	2	11	12	0	0	0	0	20	15	35	26	74.29%
2	ELEM	2	5	1	2	11	5	0	0	0	1	14	13	27	17	62.96%
3	ELEM	3	2	0	1	16	11	0	0	0	0	19	14	33	27	81.82%
4	ELEM	1	4	1	1	18	10	0	0	1	0	21	14	35	26	74.29%
5	ELEM	1	4	1	0	17	11	0	1	0	0	19	16	35	26	74.29%
TOTALS		25	28	10	9	111	85	0	1	1	1	147	124	271	194	71.59%
6	MS	0	3	3	0	20	16	0	0	1	0	24	19	43	35	81.40%
7	MS	4	2	2	0	12	7	0	0	0	0	17	9	26	20	76.92%
8	MS	3	0	1	1	17	17	0	0	0	0	21	17	38	31	81.58%
TOTALS		7	5	6	1	49	40	0	0	1	0	63	46	109	86	78.90%
9	HS	2	2	4	1	16	8	0	0	0	1	22	12	34	23	67.65%
10	HS	10	6	0	0	8	18	0	0	0	1	18	25	43	29	67.44%
11	HS	1	5	1	2	15	18	0	0	0	2	17	27	44	28	63.64%
12	HS	7	4	1	1	15	11	0	0	0	0	23	16	39	25	64.10%
TOTALS		20	17	6	4	54	55	0	0	0	4	80	80	160	105	65.63%
GRAND TOTALS		52	50	22	14	214	180	0	1	2	5	290	250	540	385	71.30%
NON PUBLIC																
HP		2	4									2	4			
K			1										1			
2																
3																
4																
5																
7																
9						1						1				
8																
12			1			1						1		2		
TOTALS		2	6	0	0	2	0	0	0	0	0	4	6	10		
ENROLLMENT SUMMARY																
#s	F/R %	Hispanic	Black	N. Am.	Asian											
Elem	271	71.59%	72.32%	0.37%	7.01%											
MS	109	78.90%	81.65%	0.00%	6.42%	ELEM	FREE LUNCH =	159	REDUCED LUNCH =	35						
HS	160	65.63%	68.13%	0.00%	6.25%	MS	FREE LUNCH =	71	REDUCED LUNCH =	15						
Sub Total	269	71.00%	73.61%	0.00%	6.32%	HS	FREE LUNCH =	96	REDUCED LUNCH =	9						
TOTAL	540	71.30%	72.96%	1.30%	6.67%											
System Admin > Ed-Fi > Ed-Fi Configuration > Resource Preferences > Student Education Organization Demographics > Edit > Check FRAM Snapshot																

MADISON PUBLIC SCHOOLS					
Activity Fund Balance Report					
SEPTEMBER 2019		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>
AD	17,700.25	1,096.36	0.00	0.00	16,603.89
Art Club	516.24	0.00	0.00	0.00	516.24
Band	4,328.55	0.00	0.00	0.00	4,328.55
Boys BB	873.98	0.00	70.42	0.00	944.40
Boys BB FR	(84.04)	0.00	443.00	0.00	358.96
Cheerleaders	(753.42)	48.65	0.00	0.00	(802.07)
Class of 2019	635.43	0.00	0.00	0.00	635.43
Class of 2020	900.22	57.00	40.00	0.00	883.22
Class of 2021	681.33	0.00	150.00	0.00	831.33
Class of 2022	485.00	0.00	313.22	0.00	798.22
Class of 2023	110.00	0.00	60.00	0.00	170.00
Concessions	14,039.54	2,535.01	2,263.66	0.00	13,768.19
Courtesy	2,932.44	25.00	0.00	0.00	2,907.44
Cross Country	427.05	608.00	78.00	0.00	(102.95)
Cross Country FR	1,785.71	0.00	25.00	0.00	1,810.71
Danceline	1,398.50	0.00	1,487.62	0.00	2,886.12
District Funds	9,375.07	558.75	319.93	0.00	9,136.25
Educators Rising	867.28	0.00	0.00	0.00	867.28
Elem Activity Acct	2,198.97	0.00	0.00	0.00	2,198.97
Elem PTO	1,100.82	0.00	0.00	0.00	1,100.82
Elem Student Council	6,803.22	0.00	0.00	0.00	6,803.22
ELL Class	571.39	0.00	204.50	0.00	775.89
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	1,442.77	0.00	0.00	0.00	1,442.77
FCCLA	683.90	308.81	344.70	0.00	719.79
FFA	3,064.60	668.66	704.45	0.00	3,100.39
Football	3,080.79	2,050.00	2,572.75	0.00	3,603.54
Football FR	1,314.83	1,392.00	0.00	0.00	(77.17)
Football Youth	250.00	0.00	0.00	0.00	250.00
Girls BB	1,297.36	0.00	0.00	0.00	1,297.36
Girls BB FR	603.60	0.00	0.00	0.00	603.60
Golf	1,353.76	0.00	0.00	0.00	1,353.76
Golf FR	338.35	0.00	0.00	0.00	338.35
Homecoming	1,045.11	940.59	0.00	0.00	104.52
Honor Society	1,255.12	150.75	498.00	0.00	1,602.37
HS Student Council	998.50	0.00	0.00	0.00	998.50
M Club	6,338.73	0.00	0.00	0.00	6,338.73
Marketing Comm.	6,831.80	23.10	0.00	0.00	6,808.70
MS Activity Acct	3,935.83	0.00	102.20	0.00	4,038.03
MS Houses	664.57	0.00	0.00	0.00	664.57
Music Boosters	5,286.07	0.00	0.00	0.00	5,286.07

Lunch Fund Balance Report					
SEPTEMBER 2019	Fund 06				
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	70,508.30	32,479.42	29,396.89	0.00	67,425.77
					<u>FUND 06</u>

Student Fund Balance Report					
SEPTEMBER 2019	Fund 12				
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	5,857.92	0.00	0.96	0.00	5,858.88
					<u>FUND 12</u>

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Superintendent Report October 2019

○ **Phase IV update:**

Attached to my report is the field report #6. Things seem to be moving along fairly well but the wet weather has slowed the progress some. We will be hosting a community coffee on Saturday October 19th at 9:00 am that will provide more information.

Some good news is I was able to come up with past email correspondence in regard to painting the gym lines so at this point we will not need the change order for \$2,400.00 that we visited about at a prior meeting. Also, after reviewing the plans it was listed that the ADA switches were on the plans sent out to bid so those change orders will be removed as well.

The only change orders at this time still hanging out in space is the final number for the aiphone. But on the plans the running of the wiring as well as the move of an existing camera was called out so we will not need to pay additional for those items, but the camera that is located on the intercom box is still going to cost us something along with the Headset that will be in the office. The last think that you should already be aware of is the additional cost of the tariff on the elevator coming from China which will be about \$850.00.

○ **Staffing update:**

Food Service:

- Still looking for additional help in the MS/HS kitchen. Offered to the one applicant at this point and was turned down.

Para-Educator:

- With the retirement of Mary T. We are having Linda McCrady fill in on an interim role.
- The Northeast Nebraska Superintendents received word that after the school bells grant to help support our After-School Program was not awarded. At this point I'm not sure if the group will reapply for the funding in the future.

- I wanted to make you aware that the current lease for the district copies will come to an end in June 2020. I spoke to Kolby Kolm at One-Office Solutions who handle's our current copiers. Options we discussed are:

#1. Buy-out our current lease for \$1.00. Try to run the current copy machines for one or two years but pay the monthly maintenance agreement at \$1577.00 per month. We would need to pay for **toner**, staples and paper.

#2 Look to go out for bids to replace current machines at an estimated cost of \$1945.00 per month that includes the maintenance agreement. We would only need to pay for staples and paper, toner most likely be provided.

So, it is estimated for \$2,500 additional each year we would be able to have all new equipment. On the agenda is an action item to seek bids if you would like to go that route. Regardless at some point and time we will need to make this change to upgrade.



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 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

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

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

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

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

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

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

Adopted on: 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.

Student Discipline:	<ol style="list-style-type: none">1. Classroom Teacher2. Principal/Assistant Principal3. Superintendent
Instruction or Curriculum:	<ol style="list-style-type: none">1. Teacher2. Principal/Curriculum Director3. Superintendent
Transportation:	<ol style="list-style-type: none">1. Bus Driver2. Principal/Assistant Principal3. Superintendent
Facilities, Grounds, or Maintenance:	<ol style="list-style-type: none">1. Custodial staff2. Head custodian3. Principal4. Superintendent
Policy or Handbook:	<ol style="list-style-type: none">1. Principal2. Superintendent
Athletics:	<ol style="list-style-type: none">1. Coach2. Athletic/Activities Director3. Principal4. Superintendent
Personnel:	<ol style="list-style-type: none">1. Employee in question2. Principal3. Superintendent
All Other Matters	<ol style="list-style-type: none">1. Building Principal2. Superintendent

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 30th). 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: _____

3042
Construction Management at Risk Contracts

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

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

Definitions. For purposes of this policy:

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

Procedures.

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

minimum, the following elements:

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

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

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

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

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

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

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

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.

- 5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:

- A. Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.

- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;

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

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

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3043
Design-Build Contracts

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

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

Definitions. For purposes of this policy:

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

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

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

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

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

A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;
- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
- (3) The date by which persons or organizations must submit their applications; and
- (4) A statement that any person or organization applying for consideration by the District must obtain a copy of

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

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

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

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

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

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

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

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

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

3. Procedures for the preparation and content of RFPs.

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

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

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

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

(11) Other information the District chooses to require.

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

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

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

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3044

Incidental or De Minimis Use of Public Resources

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3045 Use of Sniffer Dogs

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

Protocol for Use of Sniffer Dogs

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

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

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

NOTICE TO STUDENTS AND STAFF

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3046
Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

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

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting

between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

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

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

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

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

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

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

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

III. THERAPY ANIMALS

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

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

Adopted on: 6/10/19

Revised on: _____

Reviewed on: _____

3047
Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

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

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

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

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

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: 6/11/2018

Revised on: _____

Reviewed on: _____

3048 Communicable Disease

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities. A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions. The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

Adopted on: 6/11/2018

Revised on: _____

Reviewed on: _____

3049

Drones and Unmanned Aircraft

Drones, Unmanned Aircraft Systems, and any other such vehicles ("drones"), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system's operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: 6/11/2018

Revised on: _____

Reviewed on: _____

3050 Technology in the Classroom

I. In General

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

II. Devices

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

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

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

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

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

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

III. Applications

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

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

- C. Staff-Selected Applications.

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

Adopted on: 6/10/19

Revised on: _____

Reviewed on: _____

3051

Opioid Overdose Prevention and Response

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

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

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

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

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

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

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

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

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

Adopted on: 6/10/2019

Revised on: _____

Reviewed on: _____

3052
Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

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

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

B. General Leasing Policy

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

C. Leasing Procedures

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

D. Relations with Vendors

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

II. Lease of District-Owned Personal Property to Others

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

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

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

Adopted on: 6/10/19

Revised on: _____

Reviewed on: _____

3053
Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to military reservists and National Guard members called to active duty

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

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

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

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

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

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

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

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

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

Adopted on: 6/3/19

Revised on: _____

Reviewed on: _____

3054
Law Enforcement Unit

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

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

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

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

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

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

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

Adopted on: 6/10/19

Revised on: _____

Reviewed on: _____

HEARTLAND COMMUNICATIONS

Phone: 402-910-4800
 Fax: 402-367-4723

Date: 3/5/15
 Job Number: 4543336
MADISON HIGH SCHOOL
700 SOUTH KENT STREET
MADISON NE 68748 CONTACT: ALLEN EHLERS

PROPOSAL

Job Description: INSTALLATION FOR SURVEILLANCE CAMERAS - NEW GYM , OUTSIDE CAMERAS, AND INSIDE CAMERAS NEW ADDITION
1 YEAR WARRANTY ON ALL PARTS AND 1 YEAR ON ALL LABOR

Materials

Quantity	Description	Price	Total
6	IP-P DOME 6MP 2.8mm CAMERAS		
6	IP-P BULLET 4MP 2.8mm-12mm OUTDOOR CAMERAS		
6	OUTDOOR JUNCTION BOXES		
1	16 PORT PoE SWITCH w/UPLINK PORT		
12	CATEGORY 6 WIRES FOR CAMERAS		
3	CATEGORY 6 CABLES FROM MDF TO NEW IDF IN COMNS		
2	CATEGORY 6 CABLES FOR HDMI TV'S		
1	TOTAL MATERIALS		
		<i>Materials Total*</i>	

Labor

Hours	Description	Price	Total
	LABOR TO INSTALL 12) CATEGORY 6 CABLES FOR NEW CAMERAS IN AND AROUND GYM		
	INSTALL 3) NEW CATEGORY 6 CABLES TO FEED NEW IDF IN NEW ADDITION. INSTALL CABLE FOR TV LOCATIONS		
	ALL WILL BE PLENUM WIRING		
	NO TV'S OR MOUNTING OF TV'S IS INCLUDED		
1	TOTAL MATERIALS AND LABOR	\$23,975.00	\$23,975.00
		<i>Labor Total*</i>	
		<i>Total Proposal</i>	

THIS PROPOSAL IS VALID IS FOR A PERIOD OF 30 DAYS
 *does not include tax

ACCEPTANCE SIGNATURE

AUTHORIZED SIGNATURE
 (Heartland Representative)

STEVE RERUCHA - OWNER

"Solutions and Service You Can Trust"
 Over 20 Years Experience in the Telecommunications Industry!