

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, October 9, 2017 7:00 PM
Middle School/High School Conference Room
700 South Kent St.
Madison, NE 68748-0450

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

1. Call the Meeting to Order
 - 1.1. Roll Call
 - 1.1.1. Excuse absence board members
 - 1.2. Pledge of Allegiance
 - 1.3. Open Meetings Act
 - 1.4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
4. Administrator and Other Reports
 - 4.1. Phase #1 Report
 - 4.2. Athletic Director report
 - 4.3. Elementary Principal's report
 - 4.4. Middle School Principal's Report
 - 4.5. Secondary Principal's report
 - 4.6. Superintendent's report
5. Board Committee Reports/Meeting dates
6. Action Items
 - 6.1. Discuss, consider, and take all necessary action to review & reaffirm board policies 3001-3041
 - 6.2. Discussion on timelines and options to declare for 8 man or 11 man football for the next NSAA two year cycle that will be published in February
 - 6.3. Discuss, consider, and take all necessary action to amend Mr. Crilly's 2017-2018 contract to compensate for additional TeamMates duties
7. Executive Session
 - 7.1. Discuss 2018-2019 collective bargaining strategies to protect the public interest and prevent needless injury to a staff member's reputation
8. Topics for next month's Board of Education meeting
9. Adjournment

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

MADISON ACTIVITY FUND - September, 2017

Fund (account name)	Beginning Balance	Receipts	Disbursements	Ending Balance
AD Account	\$18,987.28	\$996.00	\$1,537.95	\$18,445.33
Art Club	\$468.24	\$0.00	\$0.00	\$468.24
Band	\$4,169.68	\$100.00	\$50.38	\$4,219.30
Boys BB	\$3,033.82	\$13.00	\$0.00	\$3,046.82
Boys BB FR	\$91.57	\$748.42	\$0.00	\$839.99
Cheerleaders	\$2,385.29	\$900.00	\$1,310.29	\$1,975.00
Class of 2018	\$385.00	\$50.00	\$164.18	\$270.82
Class of 2019	\$654.93	\$501.28	\$40.89	\$1,115.32
Class of 2020	\$482.72	\$80.00	\$0.00	\$562.72
Class of 2021	\$0.00	\$340.00	\$0.00	\$340.00
Concessions	\$10,423.49	\$1,950.12	\$2,671.01	\$9,702.60
Courtesy	\$3,464.76	\$0.00	\$60.00	\$3,404.76
Cross Country	\$491.80	\$24.00	\$482.00	\$33.80
Cross Country FR	\$1,522.11	\$394.88	\$1,076.00	\$840.99
Dance Line	\$1,108.05	\$270.00	\$0.00	\$1,378.05
District Funds	\$5,111.24	\$1,780.18	\$0.00	\$6,891.42
Dragon Pride Acct	\$6,458.07	\$898.97	\$131.26	\$7,225.78
Educators Rising	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Elem. Activity Acct	\$2,624.50	\$210.00	\$1,180.74	\$1,653.76
Elem. Fundraiser	\$562.85	\$0.00	\$0.00	\$562.85
Elem. PTO	\$1,100.82	\$0.00	\$0.00	\$1,100.82
Elem. Student Council	\$8,117.58	\$684.00	\$0.00	\$8,801.58
ELL Class	\$142.84	\$134.50	\$0.00	\$277.34
Emergency Assist.	\$1,533.24	\$0.00	\$0.00	\$1,533.24
Ethnic Diversity Club	\$231.12	\$0.00	\$0.00	\$231.12
FBLA	\$284.05	\$0.00	\$0.00	\$284.05
FFA	\$3,472.95	\$259.09	\$747.00	\$2,985.04
Football	\$4,530.00	\$2,215.00	\$2,549.00	\$4,196.00
Football FR	\$2,865.00	\$50.00	\$1,052.00	\$1,863.00
Girls Basketball	\$3,144.15	\$0.00	\$0.00	\$3,144.15
Girls BB FR	\$2,396.89	\$0.00	\$59.18	\$2,337.71
Golf	\$1,010.43	\$0.00	\$0.00	\$1,010.43
Golf FR	\$85.55	\$0.00	\$0.00	\$85.55
History Club	\$2.88	\$0.00	\$0.00	\$2.88
Homecoming	\$943.28	\$0.00	\$1,650.79	-\$707.51
Honor Society	\$1,230.23	\$0.00	\$400.00	\$830.23
HS Student Council	\$1,271.13	\$0.00	\$0.00	\$1,271.13
M-Club	\$7,876.65	\$0.00	\$0.00	\$7,876.65
Marketing Comm.	\$1,935.60	\$0.00	\$0.00	\$1,935.60
MS Activity Acct	\$8,066.01	\$0.00	\$1,767.51	\$6,298.50
MS Houses	\$1,076.00	\$73.00	\$0.00	\$1,149.00
Music Boosters	\$3,858.57	\$0.00	\$0.00	\$3,858.57
Musical	\$4,435.30	\$0.00	\$0.00	\$4,435.30
One-Act Play	\$1,016.89	\$0.00	\$150.00	\$866.89
Quiz Bowl	\$683.01	\$0.00	\$0.00	\$683.01
Resale	\$123.03	\$0.00	\$0.00	\$123.03
Scholarships	\$11,816.38	\$0.00	\$0.00	\$11,816.38
Secondary Act Acct	\$5,956.24	\$10.00	\$692.00	\$5,274.24
SkillsUSA	\$150.37	\$0.00	\$0.00	\$150.37
Soccer	\$16,328.27	\$0.00	\$0.00	\$16,328.27
Soccer FR	\$1,322.60	\$0.00	\$0.00	\$1,322.60
Softball	-\$147.03	\$203.00	\$1,183.20	-\$1,127.23
Softball FR	\$2,693.57	\$1,582.45	\$1,750.36	\$2,525.66
Speech	\$1,500.00	\$0.00	\$0.00	\$1,500.00
Teachers	\$1,907.72	\$0.00	\$0.00	\$1,907.72
Track	\$2,967.03	\$0.00	\$0.00	\$2,967.03
Track FR	\$398.20	\$0.00	\$0.00	\$398.20
Uniform Replacement	\$0.00	\$0.00	\$0.00	\$0.00
Volleyball	\$1,995.18	\$779.00	\$1,318.66	\$1,455.52
Volleyball FR	\$1,199.26	\$1,901.00	\$1,341.00	\$1,759.26
Water Quality Project	-\$1,156.72	\$2,506.76	\$608.52	\$741.52
Weightroom	\$1,697.81	\$0.00	\$0.00	\$1,697.81
Wrestling	\$1,997.95	\$0.00	\$0.00	\$1,997.95
Wrestling FR	\$8.07	\$0.00	\$0.00	\$8.07
Yearbook	\$366.81	\$0.00	\$0.00	\$366.81
TOTALS	\$176,110.31	\$19,654.65	\$23,973.92	\$171,791.04
Student Act. Fee Fund	\$5,325.12	\$0.44	\$0.00	\$5,325.56
Lunch Fund	\$95,985.07	\$26,575.55	\$33,147.95	\$89,412.67

Liability Activity Fund
Account QuickReport
As of September 30, 2017

Date	Num	Name	Memo	Split	Amount	Balance
		Activity Fund				176,110.31
09/01/17	23202	Michael Rudnick	Official - FB Arlington	Football	-550.00	175,560.31
09/05/17	23203	Kurt Jackson	Official - MS & JV FB (Clarkson-Leigh)	Football	-400.00	175,160.31
09/05/17	23204	Dan Schiefelbein	Official - JV VB (Pierce)	Volleyball	-100.00	175,060.31
09/07/17	23205	Josh Schlote	Official - SB (Pierce)	Softball	-110.00	174,950.31
09/07/17	23206	Mark Jackson	Official - SB (Pierce)	Softball	-110.00	174,840.31
09/07/17	23207	Mercy Meals	Pack Away Hunger donation	Honor Society	-200.00	174,640.31
09/07/17	23208	Orphan Grain Train	Honor Society donation	Honor Society	-200.00	174,440.31
09/07/17	23209	Poppy's Pumpkin Patch	Elem. field trip	Elem. Activity Acct	-120.00	174,320.31
09/07/17	23210	DeGroot Orchard	Elem. Field Trip	Elem. Activity Acct	-90.00	174,230.31
09/08/17	1864	Deposit		-SPLIT-	3,948.29	178,178.60
09/11/17	23211	Norfolk Catholic High School	Cross Country entry fee (\$80 HS/\$48 MS)	Cross Country	-128.00	178,050.60
09/11/17	23212	Kurt Jackson	Official - JV FB (Orchard-Clearwater)	Football	-200.00	177,850.60
09/11/17	23213	Amazon	Softball bats	Softball	-420.82	177,429.78
09/11/17	23214	District IV Nebraska Ag Ed Ass'n.	Costs for various contests	FFA	-350.00	177,079.78
09/11/17	23215	Anderson's	Homecoming (Acct 040408663) Inv. 7160783	Homecoming	-1,625.79	175,453.99
09/11/17	23216	Deuster, L.L.C.	2 cases Jalapeno cheese (Inv. 79333)	Concessions	-165.45	175,288.54
09/11/17	23217	The Farner Co., Inc.	Inv. 831402	Concessions	-500.81	174,787.73
09/11/17	DEBIT	Hobby Lobby	Crafts supplies	Elem. Activity Acct	-126.54	174,661.19
09/11/17	DEBIT	Walmart	Candy	Elem. Activity Acct	-22.89	174,638.30
09/12/17	DEBIT	Family Dollar	Homecoming/Spirit Week supplies	Cheerleaders	-116.78	174,521.52
09/12/17	23218	Hauff Sports	Inv. 13607 (Universal VB net)	Volleyball	-245.66	174,275.86
09/12/17	23219	LaMotte Company	Inv. 29006 (Acct #644009)	Water Quality Pro...	-215.21	174,060.65
09/12/17	23220	Choice Foods	Acct 3336 & Girls BB (Mary Eisenmann) Acct 1	-SPLIT-	-220.29	173,840.36
09/12/17	23221	Mahaska	Concession	Concessions	-1,755.25	172,085.11
09/12/17	23222	National FFA Organization	Inv. MDS-102617 / Inv. MDS-103279	FFA	-397.00	171,688.11
09/12/17	23223	CS Platinum Sports LLC	Inv. M000095 (Standard Flag FB 2" Yellow)	Football	-199.00	171,489.11
09/14/17	23224	Karen Wietfeld	Official - MS VB-Schuyler/VB West Point-Beemer	Volleyball	-224.00	171,265.11
09/14/17	23225	Melissa Braun	Official - MS VB-Schuyler/VB West Point-Beemer	Volleyball	-224.00	171,041.11
09/14/17		Direct Deposit		-SPLIT-	1,870.54	172,911.65
09/14/17	23226	Central City High School	Cross Country entry fee (\$70 HS/\$24 JrHi)	Cross Country	-94.00	172,817.65
09/14/17	23227	NSAA	School directory	AD	-21.65	172,796.00
09/14/17	23228	Fun Express, LLC	Cheerleaders (Inv. 685416860-01)	Cheerleaders	-137.51	172,658.49
09/14/17	23229	Rosa Uribe	Cupcakes for Elem.	Elem. Activity Acct	-13.28	172,645.21
09/14/17	23230	Julie Engelmann	Reimbursement (water for Homecoming)	Homecoming	-25.00	172,620.21
09/14/17	23231	Steve Jirsa	Reimb. band reeds	Band	-50.38	172,569.83
09/14/17	23232	Custom Sports	Shirts/jackets	-SPLIT-	-8,256.00	164,313.83
09/15/17	23233	Eric Ceder	Official - FB North Bend Central	Football	-100.00	164,213.83
09/15/17	23234	Tom Kent	Official - FB North Bend Central	Football	-100.00	164,113.83
09/15/17	23235	Tom Yrkoski	Official - FB North Bend Central	Football	-100.00	164,013.83
09/15/17	23236	Jason Schapmann	Official - FB North Bend Central	Football	-100.00	163,913.83
09/15/17	23237	Terry Rinkol	Official - FB North Bend Central	Football	-100.00	163,813.83
09/15/17	1865	Deposit		-SPLIT-	3,643.15	167,456.98
09/15/17	23238	Kurt Jackson	Official - MS FB (Riverside)	Football	-200.00	167,256.98
09/15/17	23239	Dan Schiefelbein	VOID: Official - MS VB (Humphrey/Lindsay Holy Fa...	Volleyball	0.00	167,256.98
09/15/17	23240	Anthem Sports, LLC	Inv. 193352 (150" Mesh Fench Package)	Softball	-467.38	166,789.60
09/15/17	23241	Daniela Avila	Reimb. Jr. class banner	Class of 2019	-40.89	166,748.71
09/15/17	23242	Osceola High School	OHS One Act Festival	One-Act Plays	-150.00	166,598.71
09/15/17	23243	Rod L'Heureux	VOID: Official -7/8 VB (Humphrey/Lindsay Holy F...	Volleyball	0.00	166,598.71
09/15/17	23244	Renner Wraps & Graphics	Inv. 2704/Inv. 2183	-SPLIT-	-944.40	165,654.31
09/19/17	23245	Karen Wietfeld	Official - MS VB Humphrey/Lindsay Holy Family	Volleyball	-150.00	165,504.31
09/21/17	23246	Rod L'Heureux	Official -JV/V VB (Twin River 9-21)	Volleyball	-300.00	165,204.31
09/21/17	DEBIT	Hobby Lobby	Circle of Friends supplies	Dragon Pride Acct	-66.26	165,138.05
09/22/17	23247	Madison Star-Mail	Athletic posters (Inv 11749)	AD	-122.30	165,015.75
09/22/17	23248	Andrea Aguilar	Sr. class banner	Class of 2018	-164.18	164,851.57
09/22/17	23249	Penne Screenprinting & Signs	Inv. 523 / Inv. 524	Water Quality Pro...	-363.31	164,488.26
09/22/17	23250	YMCA	Circle of Friends - "A Hunting we will go" admission	Dragon Pride Acct	-65.00	164,423.26
09/22/17	23251	Boone Central High School	Cross Country (\$70 HS/\$33 MS)	Cross Country	-103.00	164,320.26
09/22/17	1866	Deposit		-SPLIT-	2,725.05	167,045.31
09/25/17	23252	Jayne Freudenburg	Memorial Freudenburg family	Courtesy	-25.00	167,020.31
09/25/17	23253	Gina Ainsworth	Reimb. EHC SB FR meal supplies	Softball FR	-95.36	166,924.95
09/25/17	23254	Kandy Jurgens	Reimb. Grandparent's Day supplies	Elem. Activity Acct	-109.15	166,815.80
09/25/17	23255	Hannah Rice	Reimb. Grandparent's Day supplies	Elem. Activity Acct	-6.88	166,808.92
09/26/17	23256	Dan Meister	Official - EHC SB Tourn (3 games)	AD	-165.00	166,643.92
09/26/17	23257	Keith Koski	Official - EHC SB Tourn (3 games + mileage)	AD	-223.00	166,420.92
09/26/17	23258	Mark Jackson	Official - EHC SB Tourn (4 games + mileage)	AD	-286.00	166,134.92
09/26/17	23259	Josh Schlote	Official - EHC SB Tourn (4 games)	AD	-220.00	165,914.92
09/26/17	23260	Landon Bloedorn	Official - EHC SB Tourn (4 games)	AD	-220.00	165,694.92
09/26/17	23261	Jim Spath	Official - EHC SB Tourn (4 games +mileage)	AD	-280.00	165,414.92
09/27/17	23262	Wisner-Pilger High School	VB Invitational	Volleyball	-75.00	165,339.92
09/27/17	23263	Boone Central High School	Softball Invite 9-2-17	Softball	-75.00	165,264.92
09/27/17	23264	Pierce High School	Cross Country (10 runners @ \$3.00)	Cross Country	-30.00	165,234.92
09/27/17	23265	Wetzel & Truex Jewelers Inc.	Baby Gifts (Knapp/Ehrisman)	Courtesy	-35.00	165,199.92
09/28/17		Direct Deposit	Autism Grant	Dragon Pride Acct	898.97	166,098.89

10/03/17

Liability Activity Fund
Account QuickReport
As of September 30, 2017

Date	Num	Name	Memo	Split	Amount	Balance
09/29/17	23266	Stanton High School	Cross Country (\$100 HS/\$27 MS)	Cross Country	-127.00	165,971.89
09/29/17	23268	Todd Strong	Official - FB West Point-Beemer	Football	-500.00	165,471.89
09/29/17	23267	MHS Lunch Fund	Concession Supplies	Concessions	-249.50	165,222.39
09/29/17	1867	Deposit		-SPLIT-	6,389.01	171,611.40
09/30/17		Interest on NOW Account		District Funds	179.64	171,791.04
Total Activity Fund					-4,319.27	171,791.04
TOTAL					-4,319.27	171,791.04

Annual Budget Hearing
Monday, September 11, 2017 6:30 PM Central

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

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

Jim Reeves arrived at 6:33 PM

1. Call the Hearing to order
- 1.1 Roll call
- 1.2 Open Meeting Act
2. Discussion and review of the proposed 2017-2018 school district budget for all funds.
3. Close the Hearing

Jane Daberkow: 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 Pledge of Allegiance
 - 1.3 Open Meetings Act
 - 1.4 Madison Public Schools Mission Statement

2: Consent Agenda

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

Albracht Disposal Service	Trash removal	724.29
Amazon.Com Credit	Supplies	515.03
Appeara	Supplies	196.81
Assetgenie, Inc. (Ag Parts)	Repairs & maintenance	168.00
BCN	Telephone services	95.55
Big Country Auto	Vehicle	20,526.00
Bill Blank Agency	Add 2014 freightliner	218.00
Brandl Electric	Contracted services	63.00
Brown & Saenger	Supplies	116.25
Cable One	Cable	31.80
CCS Presentation Systems	Supplies	6,858.00
Centerpoint Energy Services, Inc.	Natural gas	283.42
Century Lumber Center	Supplies	303.34
City of Madison	Utilities	2,939.27
Colonial Research Chemical	Supplies	516.29
Custom Sports	Supplies	285.00
Jane Daberkow	Reimbursement	87.88
Eakes Office Solutions	Supplies	412.50
Ecolab Pest Elimination Division	Pest control	79.08
Educational Service Unit #2	Registration	25.00
Egan Supply Co.	Supplies	666.59
Eisenmann Supplies	Supplies	21.98
Eric Armin Inc.	Supplies	103.40
Federal Express Corporation	Shipment	27.57
Field's Hardware	Supplies	731.22
First Choice Food Service Inc.	Catering	175.00
Frontier	Phones services	636.35
Great Plains Communications	Ethernet services	1,076.43
Greatamerica Financial Services Corp.	Copier lease	2,341.95
Guaranteed Lawn Care	Lawn care	2,065.00
Paul Herz	Reimbursement	6.65
J. W. Pepper & Son Inc.	Supplies	210.88
Jackson Services	Supplies	91.01
Rich Koenig	Reimbursement	20.00
Patrick Kratochvil	Reimbursement	94.63
KSB School Law	Legal fees	244.00
Love Signs	Sign	833.64
Lower Elkhorn NRD	Registration	60.00
Madison Food Pride	Supplies	91.60
Menards – Norfolk	Supplies	231.47
Midwest Music Center (Barnhill Enterprises)	Supplies	50.30
MPS Activity Fund	Reimbursement	1,870.54
Nebraska Dept. of Labor	Inspection	120.00
Nebraska Public Health Environmental Lab	Water testing	30.00
Nebraska Secondary Principals	Membership	40.00

Really Good Stuff	Supplies	55.94
Scholastic, Inc.	Supplies	99.95
The Short Stop	Fuel	1,395.44
Strong Fathers-Strong Families LLC	Training	2,250.00
TWD Lock, Safe & Key	Supplies	14.50
University of Nebraska=Lincoln	Registration	510.00
The UPS Store #4267	Postage	253.80
US Bank Cardmember Services	Supplies	334.14
Volkman Plumbing & Heating	Repair & maintenance	5,428.02
Winners' Circle	Supplies	18.09

3: Public forum

4: Administrator and other reports

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

5: Board Committee Reports/Meeting dates

6: Action Items

- 6.1 Discuss, consider, and take all necessary action to approve the 2001-2015 Board policies.

Motion to approve Board policies 2001-2015. Passed with a motion by Steve Ruh and a second by Jim Reeves. Jane Daberkow: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

6.2 Discuss, consider, and take all necessary action on the 2017-18 General Fund budget for the school district of Madison Public Schools 59-0001 with a General Fund expenditures of \$8,950,000.00 as advertised and reviewed.

Motion to approve 2017-18 General Fund budget of \$8,950,000.00 as advertised and reviewed. Passed with a motion by Steve Ruh and a second by Jane Daberkow. Jane Daberkow: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

6.3 Discuss, consider, and take all necessary action on the 2017-18 budgets for the Depreciation Fund, Building Fund, Bond Fund, School Lunch Fund, QCPU Fund, School Activities Fund, and Student Fee Fund of Madison Public School District 59-0001, as advertised and reviewed.

Motion to approve the 2017-18 budgets for the Depreciation Fund, Building Fund, Bond Fund, School Lunch Fund, QCPU Fund, School Activities Fund, and Student Fee Fund of Madison Public School District 59-0001, as advertised and reviewed. Passed with a motion by Jim Knapp and a second by Harlow Hanson. Jane Daberkow: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

6.4 Discuss, consider, and take all necessary action on the 2017-18 property tax request of \$7,116,161.55 with an estimated property tax levy of \$0.868826, as advertised for the Madison Public School District 59-0001.

Motion to approve the 2017-18 property tax request of \$7,116,161.55 with an estimated property tax levy of \$0.868826, as advertised. Passed with a motion by Jim Reeves and a second by Harlow Hanson. Jane Daberkow: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

6.5 Discuss, consider, and take all necessary action to recognize the Madison Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff for the 2019-20 contract year.

Motion to approve the Madison Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff for the 2019-20 contract year. Passed with a motion by Jim Knapp and a second by Harlow Hanson. Jane Daberkow: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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

8: Adjournment

Motion to adjourn at 8:10 PM. Passed with a motion by Deb Neidig and a second by Jane Daberkow. Jane Daberkow: 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	0917 STMT	TRASH REMOVAL	379.29
		Vendor Total:	379.29
AMAZON.COM CREDIT	045901741119	TEXTBOOKS	62.53
AMAZON.COM CREDIT	095139088908	SUPPLIES	16.96
AMAZON.COM CREDIT	110933470043	TEXTBOOKS	62.56
AMAZON.COM CREDIT	113356263767	TEXTBOOKS	125.08
AMAZON.COM CREDIT	135882240372	TEXTBOOKS	179.40
AMAZON.COM CREDIT	156034934448	TEXTBOOKS	173.82
AMAZON.COM CREDIT	191970862275	SUPPLIES	144.59
AMAZON.COM CREDIT	191975229023	SUPPLIES	144.59
AMAZON.COM CREDIT	191977138831	SUPPLIES	113.98
AMAZON.COM CREDIT	203931724264	TEXTBOOKS	599.04
AMAZON.COM CREDIT	215194921206	TEXTBOOKS	37.96
AMAZON.COM CREDIT	216783476713	TEXTBOOKS	241.20
AMAZON.COM CREDIT	242405411667ADD	SUPPLIES	4.99
AMAZON.COM CREDIT	257474339009	TEXTBOOKS	7.21
AMAZON.COM CREDIT	264136078360	SUPPLIES	(23.72)
AMAZON.COM CREDIT	275541060237	TEXTBOOKS	59.80
AMAZON.COM CREDIT	277784858109	TEXTBOOKS	34.86
AMAZON.COM CREDIT	289462618766	TEXTBOOKS	34.84
AMAZON.COM CREDIT	291994445967	TEXTBOOKS	34.85
		Vendor Total:	2,054.54
APPEARA	0242148	SUPPLIES	27.15
APPEARA	0245502	SUPPLIES	26.63
		Vendor Total:	53.78
ASHFALL FOSSIL BEDS	71020190	REGISTRATION	220.00
		Vendor Total:	220.00
ASSETGENIE, INC (AG PARTS)	1211693	REPAIRS & MAINTENANCE	150.00
ASSETGENIE, INC (AG PARTS)	1212879	REPAIRS & MAINTENANCE	398.00
ASSETGENIE, INC (AG PARTS)	1213103	REPAIRS & MAINTENANCE	155.00
ASSETGENIE, INC (AG PARTS)	1213104	REPAIRS & MAINTENANCE	254.00
ASSETGENIE, INC (AG PARTS)	1213395	REPAIRS & MAINTENANCE	458.00
		Vendor Total:	1,415.00
BCN	22331740	TELEPHONE SERVICES	248.57
		Vendor Total:	248.57
BIG COUNTRY AUTO	60117	REPAIRS & MAINTENANCE	68.43
BIG COUNTRY AUTO	60130	REPAIRS & MAINTENANCE	49.39
		Vendor Total:	117.82
BILL BLANK AGENCY	8E7-62-87---18 DEL	INSURANCE	124.00
		Vendor Total:	124.00
BRADY & AMY'S	0917 STMT	FUEL	189.87
		Vendor Total:	189.87
BTS INC	32155	REPAIRS & MAINTENANCE	623.10
		Vendor Total:	623.10

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
CABLE ONE	1017 STMT	CABLE	31.80	
				Vendor Total: 31.80
CENTER FOR SCIENCE MATH & COMPUTER	2017-MATH	REGISTRATION	112.00	
				Vendor Total: 112.00
CENTERPOINT ENERGY SERVICES, INC.	2805683 REPLACE	NATURAL GAS	341.17	
CENTERPOINT ENERGY SERVICES, INC.	2849783	NATURAL GAS	1,852.70	
				Vendor Total: 2,193.87
CENTRAL NEBRASKA REHAB SERVICES	6804	SPED THERAPY	169.20	
				Vendor Total: 169.20
CHAMPS INC	0917 STMT	REPAIRS & MAINTENANCE	49.50	
CHAMPS INC	0917 STMTS	REPAIRS & MAINTENANCE	56.50	
				Vendor Total: 106.00
CITY OF MADISON	0917 50400	UTILITIES	305.07	
CITY OF MADISON	0917 50670	UTILITIES	174.49	
CITY OF MADISON	0917 50675	UTILITIES	96.00	
CITY OF MADISON	0917 70650	UTILITIES	1,493.56	
CITY OF MADISON	0917 70700	UTILITIES	5,823.72	
				Vendor Total: 7,892.84
COMMITTEE FOR CHILDREN	0917 STMT	SUPPLIES	3,438.00	
				Vendor Total: 3,438.00
CULLIGAN OF NORFOLK	0917 STMT	REPAIRS & MAINTENANCE	14.00	
				Vendor Total: 14.00
DENT SPECIALISTS	122240	REPAIRS & MAINTENANCE	165.00	
DENT SPECIALISTS	122917	SUPPLIES	361.76	
DENT SPECIALISTS	122962	REPAIRS & MAINTENANCE	5.00	
DENT SPECIALISTS	123007	REPAIRS & MAINTENANCE	21.00	
DENT SPECIALISTS	123185	REPAIRS & MAINTENANCE	444.00	
DENT SPECIALISTS	123186	REPAIRS & MAINTENANCE	444.00	
				Vendor Total: 1,440.76
DOANE PLAYERS	0917 REGISTRATION	REGISTRATION	150.00	
				Vendor Total: 150.00
EAKES OFFICE SOLUTIONS	7351288-0	SUPPLIES	19.15	
				Vendor Total: 19.15
ECOLAB PEST ELIMINATION DIVISION	3421626	PEST CONTROL	79.08	
				Vendor Total: 79.08
EDUCATIONAL SERVICE UNIT #8	INV003266	SPED SERVICES	19,387.46	
EDUCATIONAL SERVICE UNIT #8	INV003287	SPED SERVICES	26,400.00	
EDUCATIONAL SERVICE UNIT #8	INV003302	SPED SERVICES	2,991.94	
EDUCATIONAL SERVICE UNIT #8	INV003516	SERVICES	11.50	
EDUCATIONAL SERVICE UNIT #8	INV003521	REGISTRATION	600.00	
EDUCATIONAL SERVICE UNIT #8	INV003533	CONTRACTED SERVICES	3,400.00	
EDUCATIONAL SERVICE UNIT #8	INV003567	TECH SERVICES	8,000.00	
EDUCATIONAL SERVICE UNIT #8	INV003583	CONTRACTED SERVICES	3,144.35	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	63,935.25
EGAN SUPPLY CO.	266402	SUPPLIES	144.06	
			Vendor Total:	144.06
EHLERS, DENISE	0917 STIPEND	STIPEND	30.00	
			Vendor Total:	30.00
EISENMANN SUPPLIES	S1888137525	SUPPLIES	29.98	
			Vendor Total:	29.98
ENGINEERED CONTROLS INC.	47747	SERVICE AGREEMENT	2,950.00	
ENGINEERED CONTROLS INC.	47748	SERVICE AGREEMENT	3,100.00	
			Vendor Total:	6,050.00
FEDERAL EXPRESS CORPORATION	5-928-78919	SHIPMENT	16.73	
			Vendor Total:	16.73
FIELDS HARDWARE	0917 STMT	SUPPLIES	56.66	
			Vendor Total:	56.66
FLEURY, RICHARD	0917 STIPEND	STIPEND	30.00	
			Vendor Total:	30.00
FLOOR MAINTENANCE	22499	SUPPLIES	384.30	
			Vendor Total:	384.30
FORD, AMANDA	2017 SUMMER SERVICES	SPED THERAPY	2,653.33	
			Vendor Total:	2,653.33
FRAUENDORFER, LORI	0917 MILEAGE	REIMBURSEMENT	97.12	
			Vendor Total:	97.12
FREUDENBURG, PEG	494125	CATERING	200.00	
			Vendor Total:	200.00
FRONTIER	0917 STMTS	PHONE SERVICES	636.35	
			Vendor Total:	636.35
GREAT PLAINS COMMUNICATIONS	0917 STMT	ETHERNET SERVICES	2,168.99	
			Vendor Total:	2,168.99
GREATAMERICA FINANCIAL SERVICES CORPORATION	21378810	COPIER LEASE	2,862.56	
			Vendor Total:	2,862.56
GUARANTEED LAWN CARE	2637	LAWN CARE	2,875.00	
			Vendor Total:	2,875.00
HANKS FRONT END SERVICE	0917 STMT	REPAIRS & MAINTENANCE	1,487.60	
			Vendor Total:	1,487.60
HASKELL, GORDON AND/OR MARY	0917 MILEAGE	REIMBURSEMENT	189.10	
			Vendor Total:	189.10
HENRY DOORLY ZOO	20965-70	ADMISSION	63.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	63.00
HERZ, PAUL	0917 REIMBURSEMENT	REIMBURSEMENT	13.30	
			Vendor Total:	13.30
HOUGHTON MIFFLIN CO.	953250989	SUPPLIES	224.70	
			Vendor Total:	224.70
INTERNATIONAL ACADEMY OF SCIENCE, ACELLUS EDUCATION CENTER	52032	CURRICULUM	7,082.00	
			Vendor Total:	7,082.00
JACKSON SERVICES	3679261	SUPPLIES	57.27	
JACKSON SERVICES	3679262	SUPPLIES	33.73	
			Vendor Total:	91.00
KELLY SUPPLY CO.	2426353-0	SUPPLIES	59.41	
			Vendor Total:	59.41
KEN'S BAND INSTRUMENT REPAIR	0917 STMT	REPAIRS & MAINTENANCE	181.00	
			Vendor Total:	181.00
KSB SCHOOL LAW	3553	REPAIRS & MAINTENANCE	879.50	
			Vendor Total:	879.50
LIFETRACK SERVICES	27669	SURVEYS	672.00	
			Vendor Total:	672.00
MADISON FOOD PRIDE	0917 STMT	FUEL	2,350.04	
			Vendor Total:	2,350.04
MADISON STAR MAIL	0917 STMT	PUBLICATIONS & ADVERTISING	607.47	
			Vendor Total:	607.47
MARZANO RESEARCH, LLC	62950	SUPPLIES	178.75	
			Vendor Total:	178.75
MENARDS - NORFOLK	25391	SUPPLIES	225.32	
MENARDS - NORFOLK	25860	SUPPLIES	101.53	
			Vendor Total:	326.85
MIDTOWN HEALTH CENTER	394	BEHAVIORAL HEALTH SERVICES	53.00	
MIDTOWN HEALTH CENTER	395	BEHAVIORAL HEALTH SERVICES	106.00	
			Vendor Total:	159.00
MIDWEST MUSIC CENTER (Barnhill Enterprises)	169022	SUPPLIES	159.58	
MIDWEST MUSIC CENTER (Barnhill Enterprises)	169024	SUPPLIES	6.30	
MIDWEST MUSIC CENTER (Barnhill Enterprises)	169082	SUPPLIES	6.19	
MIDWEST MUSIC CENTER (Barnhill Enterprises)	169299	SUPPLIES	132.97	
			Vendor Total:	305.04
MPS LUNCH FUND	031920	REIMBURSEMENT	324.23	
MPS LUNCH FUND	031921	REIMBURSEMENT	39.90	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
MPS LUNCH FUND	031922	REIMBURSEMENT	184.76	
MPS LUNCH FUND	031924	REIMBURSEMENT	216.61	
MPS LUNCH FUND	031925	REIMBURSEMENT	99.90	
MPS LUNCH FUND	031926	REIMBURSEMENT	111.00	
			Vendor Total:	976.40
MPS-PETTY CASH	1017	REIMBURSEMENT	15.00	
	REIMBURSEMENT			
			Vendor Total:	15.00
NDE EARLY CHILDHOOD TRAINING CENTER	16968	REGISTRATION	100.00	
			Vendor Total:	100.00
NEBR ASSOC MIDDLE LEVEL EDUC	0917	REGISTRATION	100.00	
	REGISTRATION			
			Vendor Total:	100.00
NEBRASKA APPLIANCE CENTER	INV002724	SUPPLIES LEASE	489.00	
			Vendor Total:	489.00
NEBRASKA ASSOCIATION OF SCHOOL BOARDS	42872	REGISTRATION	504.00	
			Vendor Total:	504.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	492999	WATER TESTING	15.00	
			Vendor Total:	15.00
NORFOLK WINAIR COMPANY	371409 00	SUPPLIES	73.62	
			Vendor Total:	73.62
NORFOLK WINNELSON COMPANY	276147 00	SUPPLIES	32.56	
NORFOLK WINNELSON COMPANY	276204 00	SUPPLIES	24.58	
NORFOLK WINNELSON COMPANY	276567 00	SUPPLIES	200.00	
			Vendor Total:	257.14
NORTHERN TIER, C/O CHAMBERS PUBLIC SCHOOL	3384	REIMBURSEMENT	2,966.65	
			Vendor Total:	2,966.65
O'KEEFE ELEVATOR CO., INC.	00464151	MAINTENANCE	288.32	
			Vendor Total:	288.32
OFFNER, ANDREW	0917	REIMBURSEMENT	156.22	
	REIMBURSEMENT			
			Vendor Total:	156.22
ONE SOURCE	28770831	BACKGROUND CHECK	55.00	
ONE SOURCE	28771707	BACKGROUND CHECK	30.00	
			Vendor Total:	85.00
PITNEY BOWES	0917 POSTAGE	POSTAGE	1,000.00	
			Vendor Total:	1,000.00
PITNEY BOWES	1005163612	RENTAL CHARGES	117.00	
			Vendor Total:	117.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
QUILL CORPORATION	1153281	SUPPLIES	299.19	
		Vendor Total:		299.19
REESE, ELISE	0917 CHOREOGRAPHY	PROFESSIONAL SERVICES	200.00	
		Vendor Total:		200.00
REEVES, TIM	181273	REPAIRS & MAINTENANCE	224.02	
		Vendor Total:		224.02
SCHOLASTIC BOOK CLUBS - CLUB LEO	37977041	SUPPLIES	28.00	
		Vendor Total:		28.00
SCHOLASTIC MAGAZINES	M6314843	SUPPLIES	99.95	
SCHOLASTIC MAGAZINES	M6344621	SUPPLIES	121.00	
		Vendor Total:		220.95
SCHOOL DATEBOOKS	S17-0125883	SUPPLIES	241.92	
		Vendor Total:		241.92
SHORT STOP, THE	0917 STMT	FUEL	35.72	
		Vendor Total:		35.72
STRONG FATHERS-STRONG FAMILIES LLC	MPS171020AMM	FEES	2,250.00	
		Vendor Total:		2,250.00
UPS STORE #4267, THE	14176	SUPPLIES	253.80	
		Vendor Total:		253.80
US BANK CARDMEMBER SERVICES	0917 STMT	SUPPLIES	1,786.62	
		Vendor Total:		1,786.62
VOLKMAN PLUMBING & HEATING	178833	REPAIRS & MAINTENANCE	220.50	
		Vendor Total:		220.50
WATER ENGINEERING INC	IN28623	SERVICE AGREEMENT	250.04	
WATER ENGINEERING INC	IN28659	SERVICE AGREEMENT	175.00	
WATER ENGINEERING INC	IN29362	SERVICE AGREEMENT	250.04	
WATER ENGINEERING INC	IN29367	SERVICE AGREEMENT	175.00	
		Vendor Total:		850.08
		Fund Total:		131,866.91
		Checking Account Total:		131,866.91

MADISON PUBLIC SCHOOLS
TREASURER'S REPORT

September 30, 2017

<u>General Fund</u>				<u>BALANCE</u>	<u>Last year's balance</u>
Balance Forward as of	<u>August 31, 2017</u>			\$1,995,261.50	
Receipts		+	\$	650,601.97	
Expenditures		-	\$	509,335.68	
Balance as of	<u>September 30, 2017</u>			\$2,136,527.79	\$2,333,031.02
 <u>Employee Benefit Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$7,840.25	
Receipts		+	\$	1.09	
Expenditures		-	\$	2,290.21	
Balance as of	<u>September 30, 2017</u>			\$5,551.13	\$6,506.88
 <u>Petty Cash Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$1,348.21	
Receipts		+	\$	0.11	
Expenditures		-	\$	-	
Balance as of	<u>September 30, 2017</u>			\$1,348.32	\$1,347.01
Total Assets for General Fund				\$2,143,427.24	\$2,340,884.91
<hr/>					
<u>Depreciation Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$1,359,736.65	
Receipts		+	\$	1,354.04	
Expenditures		-	\$	-	
Balance as of	<u>September 30, 2017</u>			\$1,361,090.69	\$853,466.96
 <u>Bond Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$238,213.07	
Receipts		+	\$	20,811.12	
Expenditures		-	\$	10,168.30	
Balance as of	<u>September 30, 2017</u>			\$248,855.89	\$237,270.79
 <u>Qualified Capital Purpose Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$323,336.54	
Receipts		+	\$	10,598.86	
Expenditures		-	\$	700.00	
Balance as of	<u>September 30, 2017</u>			\$333,235.40	\$304,683.90
 <u>Special Building Fund</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$959,583.99	
Receipts		+	\$	100,263.43	
Expenditures		-	\$	202,135.74	
Balance as of	<u>September 30, 2017</u>			\$857,711.68	\$625,496.44
<hr/>					
<u>Investment Checking</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$257,818.69	
Receipts		+	\$	262.76	
Expenditures		-	\$	-	
Balance as of	<u>September 30, 2017</u>			\$258,081.45	\$255,343.49
 <u>Certificate of Deposit-Madison County Bank</u>					
Balance Forward as of	<u>August 31, 2017</u>			\$50,917.23	
Receipts		+			
Expenditures		-	\$	-	
Balance as of	<u>September 30, 2017</u>			\$50,917.23	\$50,651.71

Special Hearing to Set the final Tax Request
Monday, September 11, 2017 6:45 PM Central

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

Jane Daberkow: Present, Harlow Hanson: Present, Jim Knapp: Present, Deb Neidig: Present, Jim Reeves: Present, Steve Ruh: Present. Present: 6.

1. Call the meeting to order
- 1.1 Roll call
- 1.2 Presentation regarding final tax requests and levy rates for 2017-2018 school year and review of recent history on levy rates
- 1.2.1 Close the Final Tax Request Hearing

Madison Public Schools

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

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

Karla Kush
MS Principal/IPM/EL
Reid Ehrisman
Athletic Director
Christine Knapp
Office Manager

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

October Board Report- Reid Ehrisman- Athletic Director

Here are the happenings in the athletic department:

- New room for away team coaches was built in the press box- Good work Paul!!!
- Brandl Electric fixed speaker system at athletic complex
- Playing time philosophy was finalized by the head coaches
- Football struggling with numbers- 14 healthy and eligible for NBC game, 17 healthy and eligible for Wayne, West Point-Beemer and Norfolk Catholic game
- Successfully hosted the EHC softball tournament
- Parents nights- CC, football, softball 9/29
- Head coaches meeting (9/13)
 - Discussed conditioning-making it fun
 - Discussed positive criticism, not talking down to student-athletes
 - Discussed that summer is when winning happens, culture change starts with junior high and junior varsity program
 - Homework
 - In season coaches-
 - Talk to 5 of your athletes
 - Ask them why they are on your team.
 - One thing they like most
 - One thing they would change to make it better
 - One idea for getting more students to come out
 - Make intentional time to connect with JH and JV staff and see what you can do to better serve them and let them know you value them.
(These coaches are preparing athletes to step onto your team and be prepared. The better you can establish relationships with these coaches the better. Make sure you are on the same page as them so when they get to your team it's a smooth transition both for you as a coach and athlete, less bad habits you have to fix when they get to high school)
 - Out of season coaches-
 - Identify 1-3 athletes that are currently not coming out for your sport that are not already in a winter or spring sport and send them a note in the mail encouraging them to come out for your sport and why this would be beneficial to them.

Scoreboard

Cross Country:

Central City Invitational- Lizbeth Ortega finished 3rd out of 74 girl runners. She set a new school record with a time of 21:05.82. Joan San Pedro finished 33rd out of 160 boy runners with a time of 20:09.29

Boone Central Invitational- Lizbeth Ortega placed 5th out of 54 runners, girls team finished 8th out of 16 teams. Joan San Pedro was the top finisher for the boys placing 31st out of 94 runners with a time of 19:31, boys team finished 10th out of 18 teams.

Stanton Invitational- 20 PR's, 15 medals and new high school girls record. Lizbeth Ortega placed 1st with a time of 20:45. Joan San Pedro finished in 8th placed with a time of 18:38.

Football (0-5)

Ord (9/8)- Lost 0-62
North Bend Central (9/16)- Lost 0-25
Wayne (9/22)- Lost 6-48
West Point-Beemer (9/29)- Lost 20-54

Volleyball (1-14)

Plainveiw Quad (9/7): Plainveiw- Won 2-1; Battle Creek- Lost 0-2
David City (9/12)- Lost 0-3
West Point-Beemer (9/14)- Lost 0-3
Tekamah-Herman (9/19)- Lost 0-3
Twin River (9/21)- Lost 0-3
Wisner-Pilger Invite (9/23): Pierce- Lost 0-2; Homer-Lost 1-3
Wisner-Pilger (9/26) BRLD- Lost 0-2; Wisner-Pilger 0-2
Logan View (9/28)- Lost 0-3
Humphrey-LHF (10/3)- Lost 0-3

Softball (1-26)

Pierce (9/7)- Lost 0-16
Lakeview Tournament (9/9)- York- Lost 0-14; Duchesne/Roncalli- Lost 4-12
Ponca (9/12)- Lost 0-14
Omaha Mercy (9/14)- Lost 0-13
David City Aquinas (9/18)-RAINED OUT
David City Triangular (9/21)- DC/EB- lost 2-12; Polk County- Lost 0-13
EHC Tournament (9/23)- Tekamah-Herman- Lost 0-13; West Point-Beemer- Lost 3-14
Tekamah-Herman (9/26)-RAINED OUT
Highway 91 (9/28)- Lost 2-12
Boone Central Traingular (10/2)-Twin River- Lost 2-12

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Karla Kush
MS Principal/IPM/EL
Reid Ehrisman
Athletic Director
Christine Knapp
Office Manager

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

Mr. Offner – October 9th, 2017

Elementary Principal/ Curriculum & Assessment Director

Grade Level	(As of 09/28/17)
Preschool	Pk 3 – 21 PK 4 – 27 total 48 same
Kindergarten	24 same
1 st	29 same
2 nd	35 same
3 rd	34 same
4 th	39 + 1
5 th	24 same
Total Preschool-5 th 234	Total of K – 5- 186

Elementary Principal:

1. PAC – Meeting Mid October
2. Grandparents Day September 13th big success 100 plus grandparents/parents/ special guest – thank you to Kay Wehrle and all the staff for putting on a great day
3. Bring your father to elementary day October 20th in the morning
4. Carnival – March 23rd
5. Elementary Concert March 15th at 7 pm at the high school

Curriculum:

1. English Language Arts – this will be accelerated to 2017 – 2018
2. New state science standards have been approved a full copy is available upon request. Please see attached sheet for timeline – this will take affect 2018 – 2019 but not be assessed until Spring of 2021 – will go over the full schedule next month

Assessment:

1. Presentation on NeSA results – I will give a full break down in the November meeting - you received a shorter summary
2. NAEP – Have not heard
3. MAP assessment – Will be in the fall and winter

Miscellaneous:

1. Sent a thank you letter to Madison County Museum and Madison Library for the generous donation of a book for every student in the elementary

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Karla Kush
MS Principal/IPM/EL
Reid Ehrisman
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Mrs. Kush – October 9, 2017

Middle School Principal, Intervention Project Manager, English Learners Coordinator

Grade Level	Start of Year (8/9/17)	Current as of 10/2/17
6 th Grade	39	38
7 th Grade	30	31
8 th Grade	38	36
Middle School Total	107	105

1. Middle School After-School program has started. Students stay from 3:30-4:00pm Monday-Thursday if they have below a 70% in any subject. Athletes stay 2 days a week, and it varies depending upon days of games.
Sept. 11-Sept. 14 = 15 students; 3 athletes
Sept. 18-Sept. 22 = 15 students; 3 athletes
Sept. 25-Sept. 29 = 8 students; 0 athletes
Oct. 2-Oct. 6 = 9 students; 1 athlete
2. Teachers have been making weekly contact with parents when students are failing their class. Also, teachers have been consistently having conversations with students about their grades and missing work.
3. Midtown Health Center and contract with MMS is fully utilized – 4 referrals.
4. September 20th was Bring Your Dad to School day in the Middle School.
5. Title III meeting on Oct. 3 was attended by the two EL instructors and I attended a secondary EL collaboration meeting on Oct. 6.
6. BIST consultant is contracted for twice a month for the 2017-2018 school year.
7. Parent iPad night for Middle School students and parents on Oct. 17
8. NeSA data report.

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

Karla Kush
MS Principal/IPM/EL
Reid Ehrisman
Athletic Director
Christine Knapp
Office Manager

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

October Board Report, High School Principal Jim Crilly

Enrollment Numbers High School

9th- 44 students
10th- 39 students
11th 42 students
12th 48 students

173- Students/2016-177

- Graduation projected rate as of October 2nd 95.9%
- Parent Teacher Conferences Oct 4th and October 11th 3:30-7:30
- Projected NSAA Enrollment 124 (2016 C2 top enrollment 117)
- Non-Tenured Teacher Evaluations are underway, lots of good things happening with new staff
- Extra study time after school on Tuesdays and staying for an extra hour on early outs has helped reduced the number of students on the Down list.
- Seniors and Juniors both visited college fairs in Norfolk and Columbus to gather information from over 30 colleges. Very positive experience
- Madison students attended Northeast Nebraska Latino summit on September 22nd. Madison sent over 30 students. The summit was located at Northeast Community College
- Teammates currently has 40 mentor matches. We have 7/8 new mentors that are very close to being matched with mentees after some training takes place. The next Teammate project is a pumpkin painting contest.



Key Messages: 2017 Transition to ACT

Key Message #1: The ACT college entrance exam is replacing NeSA-Reading, Math, Science, and Writing for all high school juniors.

- NeSA exams will no longer be administered at the junior level
- Taking the comprehensive ACT, including the writing component, means fewer exams for students in the 11th grade
- The Nebraska ACT is aligned to the national ACT standards and meeting expectations on the exam indicates college readiness in our students

Key Message #2: The ACT college entrance exam provides more post-secondary opportunities for students in Nebraska.

- The ACT presents equal testing opportunities for all students at the junior level
- All juniors may choose to send their scores to the colleges of their choice at no cost to the students
- The ACT paves the way for more college scholarship application opportunities

Key Message #3: The ACT college entrance exam brings increased rigor, relevance, and expectations for all students.

- All juniors will take the ACT, giving a more comprehensive view of ALL Nebraska students*
- ACT scores may decrease in the initial year of testing due to the larger number of students tested and the increased rigor of the exam
- As state standards are raised to meet national ACT standards, and instruction reflects those standards, scores are expected to improve in the coming years

** An alternate exam will be available for the one percent of students who qualify for having significant cognitive disabilities.*

Key Message #4: The ACT college entrance exam is FREE for all high school juniors.

- All exam components are included in this FREE college entrance exam: English, reading, math, science, and writing (\$58.50 value per exam)
- FREE ACT online exam preparation is provided for every Nebraska student and offers timely information to meaningfully guide instruction (\$39 value)
- The results of the exam are sent to student-selected colleges for FREE (\$48 value for four colleges)

General messaging about the ACT college entrance exam

- The FREE exam is administered to all juniors, giving the students an additional year to improve their ACT score
- The ACT is the most common college entrance exam currently administered in Nebraska (84% of graduating seniors took the voluntary ACT exam last year)
- Nebraska ranks first among states that test 80% or more high school graduates on the ACT
- Currently 18 states require 100% of their graduates to take the ACT college entrance exam
- ACT scores will be used in the AQuESTT classification system





Key Messages: 2017 NeSA-ELA Transition

The NeSA-English Language Arts (ELA) exam is replacing NeSA-Reading and NeSA-Writing and will be taken in grades 3-8.

- The NeSA-ELA is aligned to the Nebraska College and Career Ready Standards for English Language Arts, leading to better outcomes for students, schools, and communities
- The combined NeSA-ELA means less exam time for students at the fourth and eighth grade levels

The NeSA-ELA standards better prepare students for the next level of learning.

- The NeSA-ELA brings increased rigor, relevance, and high expectations for all students
- Scores may decrease in the initial year of testing due to the increased rigor of the exam
- As state standards are raised to meet college and career readiness standards, and instruction reflects those standards, scores are expected to improve



Exempt Schools - School District Report

2017/18

District Number: 59-0001-000
 District Name: MADISON PUBLIC SCHOOLS
 District Phone: (402)454-3336

Welcome Alan Ehlers (aehlers)

School/Student List

This page lets District Administrators view the Exempt Student information.

If, after reviewing this report, there is a family listed that does not reside in your school district or if you have questions on the status of a filing, send an email to the address listed below. Include in the email the name of the student, date of birth, name of the parents, and the address. Be sure to identify your school district in the email as well.

beth.bolte@nebraska.gov

Recent activity
 Submitted, pending NDE Review
 Moved out of your district

7 schools

[View Last Year's Report](#)

Highlight Changes after: 8/10/2017 [Update](#)

[Print/Export View](#)

School	Parent(s)	School Status	Student Name	Age	Date of Birth	Exempt Date	Student Status
Hansen Home School		Submitted 07/21/2017 pending NDE review	Jacob Hansen		07/31/2002		
			Jenna Hansen		01/12/2001		
			Jesse Hansen		10/14/2004		
			Joey Hansen		09/21/2007		
Orchard Hill Christian Academy			Benjamin Hemphill	15	12/18/2001	06/05/2017	
			Katherine Hemphill	17	01/30/2000	06/05/2017	
Lafferty Academy			Aiyana Lafferty	5	10/06/2011	07/05/2017	
Life Academy		Started 07/14/2017	Emilee E. Metcalf		11/20/2004		
			Stephen J. Metcalf		06/05/2002		
Rojas Family Home School	Araceli Rojas, Juan Antonio Rojas Jr.	Submitted 07/26/2017 pending NDE review	Juan A. RojasIII		02/28/2008		
Sunnyside Christian School		Submitted 08/02/2017 pending NDE review	Asa Sterner		05/13/2000		
			Kira Sterner		03/16/2002		
			Miri Sterner		12/24/1998		
Kalamazoo Timothy School	Douglas Wedekind, Rebecka Wedekind	Submitted 07/15/2017 pending NDE review	Josiah Wedekind		02/01/2002		

EXEMPT SCHOOLS - 2016/17 SCHOOL YEAR

MADISON PUBLIC SCHOOLS

59-0001-000

As Of 8/24/2017

If, after reviewing this report, there is a family listed that does not reside in your school district or if you have questions on the status of a filing, send an email to beth.bolte@nebraska.gov. Include in the email the name of the student, date of birth, name of the parents, and the address. Be sure to identify your school district in the email as well.

De Los Santos, Leanne Gerard & Jerald		110 E 1st		
Gerard Home School		Madison, NE 68748		
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Isaiah De Los Santos	16	04/28/2000	12/07/2016	
Hansen, Janice		801 S. Main PO Box 502		
Hansen Home School		Madison, NE 68748		
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Jenna Hansen	15	01/12/2001	07/25/2016	
Jacob Hansen	14	07/31/2002	07/25/2016	
Joey Hansen	8	09/21/2007	07/25/2016	
Jesse Hansen	11	10/14/2004	07/25/2016	
Hemphill, Ricky & Angel		704 S Orchard St		
Orchard Hill Christian Academy		Madison, NE 68748 6464		
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Katherine Hemphill	16	01/30/2000	06/06/2016	
Benjamin Hemphill	14	12/18/2001	06/06/2016	
Schmidt, Robert & Natalie		107 West 7th Street		
Schmidt Home School		Madison, NE 68748		
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Breegen Schmidt	16	01/20/2000	06/21/2016	
Sterner, Eugene & Laura		407 E. 1st St.		
Sunnyside Christian School		Madison, NE 68748		
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Kira Sterner	14	03/16/2002	07/21/2016	
Asa Sterner	16	05/13/2000	07/21/2016	
Miri Sterner	17	12/24/1998		7/21/2016 - Status Unknown
Tidwell, Yesenia		Hillside Villa Court #14 PO Box 1532		
Rojas Family Home School		Madison, NE 68748		
FAMILY DEACTIVATED ON 1/9/2017-Attending Approved or Accredited School				
<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Natasha Robinson	7	10/14/2008	09/27/2016	

Wedekind, Douglas & Rebecka

54210 Highway 32

Kalamazoo Timothy School

Lindsay, NE 68644

<u>Student</u>	<u>Age</u>	<u>D.O.B.</u>	<u>ExemptDate</u>	<u>Deactivated Date and Reason</u>
Jonathan Wedekind	16	01/20/2000	08/13/2016	
Josiah Wedekind	14	02/01/2002	08/13/2016	

Grant Report for Board

New:

<u>Name of Grant:</u>	<u>Amount:</u>	<u>General overview of purpose:</u>	<u>Status:</u>
REAP	\$32,975.00	Lease payment for student computers	Received notification September 18th that grant has been funded
Title IV-A	Total: \$122,000.00		Application submitted September 1
	Including: \$13,000.00	Robotics expansion	Notification by late October/Early November 2017
	\$11,000.00	Watershed project expansion	
	\$4,000.00	Greenhouse supply expansion	
	\$4,000.00	Development of drone program	
	\$7,500.00	Resource Officer	
	\$5,000.00	D.A.R.E. program	
	\$10,000.00	Midtown Counseling expansion	
	\$37,500.00	B.I.S.T. training for staff	
	\$3,500.00	Motivational speaker for students	
	\$12,500.00	Strong Fathers program	
	\$10,000.00	Apple professional development/training	
	\$2,000.00	Canvas training	
	\$2,000.00	Infinite Campus training	
Education Quest	\$500.00	Encourage college dreams for our 8th grade students Visit to Northeast Community College and a business Grant would pay: Students/sponsors/bus driver lunch Substitute teacher for sponsor Bus driver's wages for the trip	Application submitted September 22 Notification by October 2017
Farm Credit - FFA	\$2,000	"Native Nebraska Garden" project Grant would pay: Purchase of plants and grasses Benches Mulch, fertilizer, hoses, tools Plaques to designate each plant as educational tool	Application submitted September 29, 2017 Notification in late October / early November 2017

Madison Public Schools

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

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Karla Kush
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Reid Ehrisman
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Christine Knapp
Office Manager

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

Superintendent Report October 2017

- Fall Projects update:

Pumps have been replaced in the boiler room and we are near completion of phase III. We are still waiting on couple of doors to be installed yet at this time.

A water line is being added and sprinkler system with the hope of hydro-seeding the west campus lawn before October 18th.

I have called Rob from Johnson Iron multiple times about getting the dragon statue installed. My last conversation with Rob was on September 27th and he indicated that he was hopeful he would be over the week of October 2nd to work on our project.

I plan to list the old oven and lockers on Madison County exchange to see if anyone would like to purchase. As you recall we received no bids for these items the last time we listed them on facebook and in the local newspaper.

- Staffing update:

Preschool Teacher - During October we plan to advertise for a PK teacher.

AG Teacher - During October we will start the process of looking for a AG Education teacher.

Middle School Para-educators - The district just received word that we can receive additional funds to allow us to hire a additional Para-educator at the Middle School level to help better support learning within the classrooms. I plan to advertise to fill this position.

Elementary Custodian: Doug S. is planning to return to light duty in late November or sooner if he is allowed. Surgery went well and we are looking forward to his return.

- We are looking to hold our “Thanks for Giving” staff social on Friday November 17th or Saturday November 18th. The fun begins at 5:00 pm with a social time followed by supper at 6:00 pm. Please let me know which day you would prefer.
- The districts new web site is up and running. The next step will be adding additional information on the site and creating the app.
- Attached is the last Friday in September enrollment counts. Free and Reduced numbers are on the rise along with our percentage of Asian students. The district is seeing a slight decrease in student’s numbers in K-12 but growth at the PK level’s.
- With the release of the embargoed NESAs and our results that were below expectations in several core areas it is apparent that we must look at curriculum and adjust to meet the ever changing requires that we know as state testing. These results make it very clear that moving forward with adopting a new Reading/Language Arts series will be a major focus for the 2018-19 school year.

Additional Rigor in all subject areas at the secondary level should allow for better scores on the 11th grade ACT. These changes won’t come easy and staff will be asked to work with the Administration to build relationships that foster a higher level of student learning. Within the classrooms, the plan is to deliver the subject matter a level that will lead to a higher understanding.

We may have to explore adding additional staff to move to a three-track level in the three main core areas at the secondary level to meet the needs of the ever-changing student population at Madison Public Schools. Also it might be time to consider hiring a Middle level EL teacher starting next year.

**3001
Budget**

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

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

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3002
Deposits

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair or Site Improvement

I. Applicability of this policy.

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

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

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

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

III. Formal Bidding for Major Purchases and Construction

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

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

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

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the policy

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

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

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

Letting and Contracts.

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

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

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

select a vendor within 30 days of bid submission.

B. Advertising for Bids.

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

C. Bid Documents

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval. The Superintendent shall have the authority to authorize purchases without competitive bids for goods and services costing under \$5000.00 without prior board approval.

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

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

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

III. Building-Specific Purchasing

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

IV. Purchasing Procedures

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

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

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

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

V. Relations with Vendors

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

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

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

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

Adopted on: 7-10-2017

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$150,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

2. Maintenance of Procurement Records

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

D. Privacy

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3005
School Activities Fund

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

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3007
Review of Bills

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3008
Gifts, Grants and Bequests

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

**3009
Audit**

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3010
Insurance

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3011 Transportation

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3012 School Meal Program and Meal Charges

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

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

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

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

The district's policy on charged meals is:

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

Collection of Delinquent Meal Charge Debt

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3013
Emergency Closings

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3014 Use of School Property

1) General Use

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

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

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

2) Entry and Participation Fees

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

3) Supervision of Students

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

4) Use of Equipment and Staff

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

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

5) Denial of Access

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

Adopted on: 12-14-15
Revised on: _____
Reviewed on: _____

3015
Time Away From School Activities

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

**3016
Smoking**

Smoking, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is permitted by non-students on school property only in specifically designated areas.

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3017
Press Releases

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

Adopted on: 2/8/2016

Revised on: 7/10/2017

Reviewed on: _____

3018

Denying Access to School Premises or Activities

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

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

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

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

Adopted on: 9-12-2016

Revised on: _____

Reviewed on: _____

3019

Sale or Disposal of School Property

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3020
Copyright Compliance

Copyrighted print, audio, video, software and other media may be reproduced only when the use of the reproduction is a fair use in compliance with the Copyright Act or when the written permission for such use by reproduction has been obtained from the copyright holder. Any staff member who violates this policy will face disciplinary action up to and including the cancellation, non-renewal, or termination of the employee's employment. Any student who violates this policy will face disciplinary action up to and including expulsion, depending on the seriousness of the misconduct. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3021

Operation of School Business Office

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

Adopted on:12-14-15

Revised on: _____

Reviewed on: _____

3022
Volunteers

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3023

Electronic Records Management Policy

In order to meet the District's technical and business needs and to achieve good faith, routine operation of the District's electronic information system, it is the policy of this District to retain electronically stored information in a form with its metadata intact ("ESI") for a period of 60-90 days from the date the ESI is created ("Retention Period"). At the expiration of the Retention Period, the ESI shall be subject to overwriting or deletion from the District's electronic files and records, except as otherwise required by these polices or state and federal law. When ESI is relevant or may reasonably become relevant to pending or reasonably anticipated litigation, such ESI shall be retained until the pending litigation is over or until the reasonable anticipation of litigation no longer exists, regardless of whether such ESI's Retention Period has expired. When ESI is relevant or may reasonably become relevant to pending or reasonably anticipated litigation, the District's central administration office shall send a litigation hold memorandum to all personnel that may have access to such ESI.

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3024

Booster Clubs and Parent-Teacher Organizations

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

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

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3025
Returned Checks

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3026 Handbooks

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3027

Resolution of Conflicts Between Parents Over School Issues

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

1) Obtaining Records and Conferring with Teachers.

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3028
Sex Offenders

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

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3029

Distribution of Flyers Advertising Non-School Organization Activities

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3030

Automatic External Defibrillator (AED) Program

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

1. Equipment

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

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

2. Program Coordinator

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

b. The Program Coordinator shall:

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

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

3. Medical Oversight

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

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

4. Volunteer Responders

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3031

Students Electing to Attend School in Adjoining State

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3032

Copying Fees for School District Records

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

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

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

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

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

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

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

Adopted on: 12-14-15

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

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

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 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:	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
Transportation:	1. Bus Driver 2. Principal/Assistant Principal 3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	1. Building Principal 2. 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 may not be

displayed anywhere on the school premises without board approval.

- ii. 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
- 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: 9-12-2016

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 Service Animals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

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

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

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

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

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: 6-12-2017

Revised on: _____

Reviewed on: _____

FOOTBALL SCHEDULING TIMELINE 2018 AND 2019 (CLASSES A-B-C1-C2-D1-D2-D6)

The classification period and schedules will be for two years – the **2018** and **2019** football seasons for Classes A-B-C1-C2-D1-D2-D6. Football is the only NSAA activity that has a two-year classification period. Pending board action, there is the potential that only the first year of the 8 & 6 man schedules will be released to minimize mid-cycle forfeits.

The scheduling timeline is dependent on receiving the enrollment figures the NSAA member schools report to the Nebraska Department of Education on the School District Membership Report as of the last Friday in September 2017. These figures historically have been available to the NSAA sometime in early December.

The TENTATIVE schedule will be as follows:

1. **November 1, 2017** – Dead line to submit application for a cooperative sponsorship in football for the 2018 and 2019 season. **No cooperative sponsorships in football for the 2018 and 2019 football seasons will be accepted or permitted after November 1, 2017.**
2. **November 9, 2017** – Football coops will be approved for the 2018 and 2019 football seasons at the November NSAA Board of Directors meeting.
3. **November 30, 2017** – The deadline for schools to submit their declaration of participation in 11-man, 8-man or 6-man football.
 - Those schools with a BOY three-grade enrollment (9th-11th grades) in excess of 47 as submitted in September of 2017 are not eligible for the 8-man football playoffs in 2018 and 2019, unless they're within the one-classification waiver period. A school that is ineligible for the playoffs in the 2018 & 2019 cycle can become eligible in the second season (2019) if their BOY enrollment figure is 47 or lower as submitted in September of 2018. (If you have questions please contact the NSAA office.)
 - Those schools with a BOY three-grade enrollment (9th-11th grades) in excess of 27 as submitted in September of 2017 are not eligible for the 6-man football playoffs in 2018 and 2019, unless they're within the one-classification waiver period. A school that is ineligible for the playoffs in the 2018 & 2019 cycle can become eligible in the second season (2019) if their BOY enrollment figure is 27 or lower as submitted in September of 2018. (If you have questions please contact the NSAA office.)
4. **December** – The NSAA staff will release the classification and district assignments for the 2018 and 2019 football seasons. Once these are completed and the schools are notified via the Internet, the schools will be asked to submit a priority list of non-district schools they would like to have on their 2018 and 2019 football schedules – Classes A-B-C1-C2-D1-D2-D6. The NSAA will e-mail schools with more detailed information on this process in December.
5. **January/ February 2018** – The NSAA staff will establish the football schedules for the 2018 and 2019 football seasons for all member schools in Classes A-B-C1-C2-D1-D2-D6.
6. **February 13, 2018** – The schedules along with the home and away designations for Classes A-B-C1-C2-D1-D2-D6 will be released to the member schools at 9:00 AM central standard time and will be posted on the NSAA Internet web site (www.nsaahome.org) at 12:00 P.M. central standard time.

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Madison Recent History Volleyball, Softball & Football 2002-present

	2002 Record	Coach
Volleyball	Record 5-15	Mr. Mahler
Football	Record 5-4	Mike Arnold
2002-03	Record	Coach
Volleyball	Record 1-21	Gross/Crilly
Football	Record 5-4	Mike Arnold Playoffs
2003-04	Record	Coach
Volleyball	Record 4-18	Gross/Crilly
Football	Record 3-5	Ken Loosvelt
2004-05	Record	Coach
Volleyball	Record 9-15	Nickie Leeper
Football	Record 2-6	Ken Loosvelt
2005-06	Record	Coach
Softball	Record 6-17	Katie Lewis
Volleyball	Record 0-21	Nickie Leeper
Football	Record 2-6	Jim Crilly
2006-07	Record	Coach
Softball	Record 7-15	Katie Lewis
Volleyball	Record 1-22	Nickie Leeper
Football	Record 5-4	Jim Crilly Playoffs
2007-08	Record	Coach
Softball	Record 6-21	Katie Lewis
Volleyball	Record 1-22	Nickie Leeper
Football	Record 4-4	Jim Crilly

2008-09	Record	Coach	
Softball	Record 6-19	Katie Lewis	
Volleyball	Record 0-24	Jared Knapp	
Football	Record 7-2	Jim Crilly	Playoffs

2009-10	Record	Coach	
Softball	Record 5-20	Katy Sojka	
Volleyball	Record 3-24	Jack Mahler	
Football	Record 4-4	Jim Crilly	

2010-11	Record	Coach	
Softball	Record 1-21	Katy Sojka	
Volleyball	Record 1-28	Jack Mahler	
Football	Record 3-5	Jim Crilly	

2011-12	Record	Coach	
Softball	Record 3-25	Katy Sojka	
Volleyball	Record 4-24	Jack Mahler	
Football	Record 0-8	Jim Crilly	

2012-13	Record	Coach	
Softball	Record 1-28	Katy Sojka	
Volleyball	Record 9-17	Jack Mahler	
Football	Record 1-7	Jim Crilly	

2013-14	Record	Coach	
Softball	Record 4-26	Bill Arkfeld	
Volleyball	Record 4-16	Terra Bishop	
Football	Record 2-6	Travis Jordan	

2014-15	Record	Coach
Softball	Record 6-23	Bill Arkfeld
Volleyball	Record 9-11	Terra Bishop
Football	Record 1-7	Travis Jordan

2015-16	Record	Coach
Softball	Record	Bill Arkfeld
Volleyball	Record 2-18	Makenzie Mudloff
Football	Record 2-6	Travis Jordan

2016-17	Record	Coach
Softball	Record 2-24	Riley Hoffart
Volleyball	Record 3-26	Kritina Price
Football	Record 0-8	Travis Jordan

2017-18	Record	Coach
Softball	Record 1-24	Riley Hoffart
Volleyball	Record 1-12	Kritina Price
Football	Record 0-4	Travis Jordan

Does not include 2017-18

16 years	Record	Coach	Winning percentage
Softball	Record		TBA
Volleyball	Record 56-322		17.39%
Football	Record 46-86		53.48%

Past 5 years	Record	Coach	
Softball	Record 1-28		TBA
Volleyball	Record 27-88		30.68%
Football	Record 6-34		17.64%

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

This contract is made by the Board of Education of Madison Public Schools, legally known as Madison County School District No. 59-00001 (referred to herein as the "Board" and the "District" respectively), and **Jim Crilly**, (referred to herein as the "Administrator.")

WITNESSETH: The Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment subject to the terms and conditions set forth below.

1. Term of Contract. The Administrator shall be employed full-time at **1.00 FTE** for a period of one school year which shall begin on or about three weeks prior to the first day students report to school in the fall semester and terminate on or about three weeks after the last day students attend school in the spring. The Superintendent of Schools (Superintendent) shall establish the Administrator's work schedule consistent with the school calendar and the District's needs. The Administrator may provide more days of service to the District than provided above but shall not be compensated for such additional service days.

2. Salary. The Administrator's salary for the contract year shall be \$105,832.00, which the Board shall pay in twelve equal installments in accordance with its practice governing payment of the District's administrators.

* The Principal shall receive a \$65.00 a month stipend to use toward cell phone costs.

- The Principal shall receive \$2000.00 for the 2017-18 School year for co-ordination of the TeamMates program.

3. Professional Status. Throughout the term of this contract, the Administrator shall hold a valid and appropriate certificate issued by the Nebraska Department of Education with an endorsement to act in high school (grades 9 through 12) in the State of Nebraska. The Administrator shall register the certificate in the Superintendent's office. The Administrator affirms that he is not under contract with another school board or board of education covering all or any part of the term of this contract.

4. Administrator's Duties. The Administrator's duties shall be as the High School Principal or as otherwise prescribed for the position of Administrator by

Board policy, job description, rule, regulation and directives of the Board and the Superintendent. The Administrator shall perform these duties in accordance with the standards and goals established by the Board and the Superintendent, and shall devote his full time, skill, labor, and attention to these duties. With the Board's prior approval, the Administrator may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

5. Discharge. The District may cancel or amend this contract during its term members for any of the following reasons: (a) cancellation, termination, revocation or suspension of Administrator's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) intemperance; (j) physical or mental incapacity; (k) accident or a disability that makes it impossible for him to perform the essential functions of his position, (l) any conduct that interferes substantially with the Administrator's continued performance of duties; (m) any arrest, criminal charge, or criminal conviction of Administrator or the failure to report the same; (n) any filing against the Administrator under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician; (s) any other reason allowed by law. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

6. Disability. If the Administrator is unable to perform his duties by reason of disability beyond his control, and if such disability continues for more than 30 days or is permanent, irreparable, or of such a nature as to make the performance of his duties impossible, the Board may, in its discretion, cancel or terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Administrator under any insurance coverage furnished by the District.

7. Physicians Statement; Examination. At the Superintendent's directive, the Administrator shall provide a physician's written statement explaining any absence of five or more consecutive days. At the Board's directive, the Administrator will undergo a comprehensive physical and/or mental examination

performed by a physician, physicians, or psychologist of the Board's choosing. The Administrator agrees to authorize the physician(s) or psychologist performing each such examination to provide the Board with a written assessment whether he can perform the essential functions of his position. The District shall pay the cost of such examinations and such reports that are not paid for by the Administrator's insurance coverage.

8. Fringe Benefits.

- a. Personal Leave.** The Administrator will receive up to three (3) days of paid personal leave for each Contract Year. Personal leave days may be used at the Administrator's sole discretion, provided that he makes reasonable efforts not to use them when such use would interfere with his ability to carry out his duties. Unused personal leave may be carried over from Contract Year to Contract Year. If the Administrator carries forward any personal leave days to any Contract Year, the number of personal leave days he shall be awarded in such Contract Year shall be the lesser of (a) four (4) days and (b) the number of days which will bring the Administrator's accumulated unused personal leave days to four (4). In no case shall the Administrator accumulate more than four (4) days of unused personal leave.
- b. Sick Leave.** The Administrator shall have ten (10) days of paid sick leave for each contract year to be used on days when he is unable to perform his duties because of illness or disability. The Administrator may carry over unused sick leave days up to a maximum accumulation of forty-five (45) days. He shall maintain a current record of his sick leave which he shall make available upon the Superintendent's or Board's request and at the July Board meeting of each year. In no case shall unused sick leave be paid out at the conclusion of Administrator's employment by the board.
- c. Health Insurance.** The Board shall provide to the Administrator family health insurance which is equivalent or superior to that provided to members of the Madison Education Association.
- d. Dental Insurance.** The Board shall provide to the Administrator family dental insurance to be split between administrator and spouse, equaling full family coverage, which is equivalent or superior to that provided to members of the Madison Education Association.

- e. **Life Insurance.** The Board shall provide to the Administrator term life insurance with a total death benefit of Twenty Thousand Dollars (\$20,000).
- f. **Transportation.** The Board shall provide the Administrator with a vehicle for transportation on school business. When a school vehicle is not available and the Administrator must use his personal vehicle, he shall be reimbursed for mileage at the rate allowed by Board policy.
- g. **Professional Meetings.** The Administrator shall attend such professional meetings at the local, state, and national level as are approved by the Superintendent and/or Board. When recommended by the Superintendent and approved in advance, the Board shall pay the reasonable and necessary expenses incurred by the Administrator in connection with his attendance at such meetings.
- h. **Membership Fees.** During the term of this Contract, the Board shall pay the Administrator's membership fees for the following organizations: NSASSP as an affiliate of NSCA.
- i. **Legal Actions.** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Administrator as a result of his good faith performance of his duties, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. This section shall not apply to legal actions, including, but not limited to, professional practice complaints, initiated by the Superintendent or the Board.

9. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Administrator from this contract; provided, no resignation shall become effective until the expiration date of the contract unless the Board accepts it and fixes the date when the resignation shall take effect.

10. Compensation Upon Termination. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount that bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the number of months in the annual employment period in which termination occurs. The Administrator shall refund any portion of the salary paid but not earned prior to the date of termination.

11. Governing Laws. The parties shall be governed by all applicable federal and state laws, rules and regulations, and the regulations of the Nebraska Department of Education in performance of their respective duties and obligations.

12. Amendments to be in Writing. The parties may modify or amend this contract; provided, any modification or amendment must be in writing and duly authorized and executed by the Administrator and the Board.

13. Severability. If a court of competent jurisdiction declares any portion of this contract invalid or unenforceable, the declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

14. Housing. Due to the unique administrative needs of the school district, the Administrator is encouraged to maintain his/her primary residence within the geographic boundaries of the school district. If the Administrator lives within the geographic boundaries of the school district \$2,500.00 will be added to the base Salary listed in section 2 of this contract.

15. Due date. Failure to return a signed copy of this contract on or before 4:00 pm on Friday, February 20, 2017, shall constitute a rejection of this offer of employment.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

President, Board of Education

Jim Crilly, Administrator

Dated: _____

Dated: _____