

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, November 11, 2024 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/Excuse absent board members.
 - 1.2. Pledge of Allegiance
 - 1.3. Open Meetings Act
 - 1.4. Madison Public Schools Mission Statement
2. Consent Agenda
 - 2.1. Accept the amended agenda as the official agenda
 - 2.2. Approve minutes of the previous meetings
 - 2.3. Accept submitted bills and payroll request and authorize payment of both
3. Public Forum
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
Building and Grounds before the meeting
Negotiations-November 19
6. Action Items
 - 6.1. Discuss, consider, and take all necessary action to recognize MEA as exclusive bargaining agent for certified staff.
 - 6.2. Discuss, consider, and take all necessary action to hire Emily Durest as EL teacher for 2025-26 school year.
 - 6.3. Discuss, consider, and take all necessary action to approve bid from _____ on HVAC system for the north wing of the high school.
 - 6.4. Discuss, consider, and take all necessary action to approve BOE policies 3041-3050.
7. Executive Session
8. Any Action resulting from Executive Session.
9. Public Forum for non agenda items
10. Topics for next month's Board of Education meeting
Annual Report
Superintendent Contract
11. Adjournment

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

Meeting Notice Posted for October 2024 Meeting

Front door of high school	9-27-2024
Library	9-27-2024
City Office	9-27-2024
Star Mail	10-3-2024

Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Present, Deb Neidig: Present, Jim Reeves: Present, Steve Ruh: Present. Present:6, Absent: 0

1. Call the Meeting to Order

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

2. Consent Agenda

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

A to Z Vac.N.Sew	Supplies	69.90
Albracht Disposal Service	Waste Disposal	675.00
Appeara	Supplies	493.69
BCN Telecom Inc TBS	Phone Service	266.59
Binswanger Glass	Maintenance	3,824.00
Brady & Amy's	Fuel, Supplies	141.15
Champs Inc	Maintenance	125.00
Choice Foods	Supplies/Fuel	3,810.06
City of Madison	Utilities	17,848.62
Computer Hardware	Repairs	294.00
Culligan of Norfolk	Maintenance	436.91
Custom Sports	Homecoming shirts	4,506.00
DAS State ACCTG-Central Finance OCIO	Internet Erate	964.56
Eakes Office Solutions	Supplies	1,664.27
Ecolab Pest Elimination Division	Pest Control	139.50
Educational Service Unit #7	Services	880.00
Educational Service Unit #8	Tech, Registration, PD	17,903.50
Emergent 3	Security	4,000.00
Engineered Controls Inc.	Maintenance	7,230.00
Estech Systems Inc	Phone Service	1,249.27
Fairfield Inn & Suites, Kearney	Travel	269.90
Father Flanagans Boys Home	Services	8,580.00
Federal Express Corporation	Postange	70.16
Fields Hardware	Supplies	379.19
Frontier	Phone Service	1,281.78
Go Physical Therapy LLC	Services	9,130.97
Grainger	Supplies	145.74
GreatAmerica Financial Services Corporation	Copier Lease	3,323.78
Gronenthal, Greig	Reimbursement	62.00
HD Supply	Supplies/Repairs	571.06
Heartland Communications	Maintenance	2,617.50
Helvie, Cathy	Mileage	728.96
Herchenbach, Kristen	Reimburse/Supplies	113.01

Holiday Inn of Kearney	Travel	1,134.00
Hy-Vee Food Store	Supplies	168.86
Jackson Services	Supplies	467.52
KSB School Law	Legal Services	3,640.70
Lifetrack Services	Supplies	525.00
Louderback Drub	Supplies	20.00
Lunchtime Solutions, Inc.	Supplies	3,467.59
Menards - Norfolk	Supplies	701.31
Midwest Alarm Services	Alarm Service	1,547.76
MPS Activity Fund	Reimbursement	280.00
MPS-Petty Cash	Reimbursement	60.00
Nebraska Appliance Center	Lease	590.00
Nebraska Association of School Boards	Registration	3,407.00
Nebraska Council of School Administrator	Registration	320.00
Nebraska ESU Coordinating Council	Canvas	1,687.50
Nebraska Public Health Environmental Laboratory	Water Testing	48.00
Nebraska Safety Center Pupil Transportation	Training	500.00
Nebraska Schoolmasters Club	Dues	35.00
One Office Solutions	Supplies	98.00
One Source	Background Check	25.00
Pinkelman Truck and Trailer	Maintenance	1,734.82
Quill Corporation	Supplies	478.96
Reigle Implement Co., Inc.	Repairs	29.00
Renaissance Learning, Inc	Subscription	2,624.60
Risevision	Subscription	378.00
Schmidt, Courtney	Services	28.14
Short Stop, The	Fuel	105.00
Subco Madison, LLC	Supplies	146.46
Three Clover Mowing	Lawn Care	2,675.00
Timeclock Plus LLC	License	3,112.50
TK Elevator	Elevator Maintenance	360.90
Volkman Plumbing & Heating	Maintenance	3,682.18
Walmart Community	Supplies	246.93
Water Engineering Inc	Water Service	502.54
William V. Macgill & Co.	Supplies	186.73
Winners' Circle	Supplies	928.00
Woodriver Energy	Utilities	1,821.62
Young, Todd	Speaker	175.00

3. Public Forum

4. Administrator and Other Reports

5. Board Committee Reports/Meeting dates

Americanism/Civics-October 14 at 6:30

Negotiations-October 22 at 6:00

6. Action Items

7. Discuss, consider, and take all necessary to accept the resignation of Brooke Hanson and Sharilyn Heller.

Motion to accept the resignation of Brooke Hanson and Sharilyn Heller passed with a motion by Steve Ruh and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea . Yea: 6, Nay: 0

8. Discuss, consider, and take all necessary action to hire Kaitlyn Millan as a paraprofessional at the elementary.

Motion to hire Kaitlyn Millan as a paraprofessional at the elementary passed with a motion by Deb Neidig and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea . Yea: 6, Nay: 0

9. Discuss, consider, and take all necessary action to approve BOE policies 3031-3040.

Motion to approve BOE policies 3031-3040 passed with a motion by Deb Neidig and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea . Yea: 6, Nay: 0

10. Topics for next month's Board of Education meeting
Superintendent Evaluation
Distribute Audit
NASB Conference

11. Public forum for non agenda items.

12. Adjournment

Motion to Adjourn at 8:19 pm passed with a motion by Deb Neidig and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea . Yea: 6, Nay: 0

President

Secretary

Madison Public Schools					
ACTIVITY FUND	Fund 05				
October 2024					
Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
AD	9916.36	536.79	0.00	0.00	9379.57
Art Club	1636.16	240.00	0.00	0.00	1396.16
Band	2193.33	700.00	93.40	0.00	1586.73
Boys BB	4613.77	0.00	0.00	0.00	4613.77
Boys BB FR	1087.68	0.00	700.00	0.00	1787.68
Cheerleaders	3452.30	18.38	498.70	0.00	3932.62
Class of 2025	1432.85	0.00	0.00	0.00	1432.85
Class of 2026	3226.65	0.00	3719.00	0.00	6945.65
Class of 2027	1540.00	0.00	0.00	0.00	1540.00
Class of 2028	760.00	0.00	0.00	0.00	760.00
Concessions	14928.16	1718.36	2265.70	0.00	15475.50
Courtesy	2417.43	25.00	0.00	0.00	2392.43
Cross Country	749.98	120.00	0.00	0.00	629.98
Cross Country FR	925.02	0.00	416.80	0.00	1341.82
Danceline	1421.37	0.00	158.70	0.00	1580.07
District Funds	5793.60	-232.51	2118.36	0.00	8144.47
Elem Activity Acct	8911.93	103.68	0.00	0.00	8808.25
Elem Student Council	264.84	0.00	0.00	0.00	264.84
Elementary ASP	50.27	0.00	97.00	0.00	147.27
Emergency Assistance	1533.24	0.00	0.00	0.00	1533.24
Ethnic Diversity Club	2394.04	0.00	0.00	0.00	2394.04
FCCLA	1607.83	376.00	0.00	0.00	1231.83
FFA	11916.23	766.00	6947.53	0.00	18097.76
Football	5116.68	800.00	1654.00	0.00	5970.68
Football FR	2381.95	611.28	412.00	0.00	2182.67
Girls BB	3108.32	0.00	0.00	0.00	3108.32
Girls BB FR	303.27	110.00	0.00	0.00	193.27
Golf	2094.74	0.00	0.00	0.00	2094.74
Golf FR	658.20	0.00	0.00	0.00	658.20
Homecoming	333.06	223.48	0.00	0.00	109.58
Honor Society	998.12	0.00	0.00	0.00	998.12
HS Girls Wrestling Fundraiser	1964.59	0.00	0.00	0.00	1964.59
HS Girls Wrestling	4885.51	0.00	0.00	0.00	4885.51
HS Student Council	1741.65	0.00	0.00	0.00	1741.65
M Club	6086.87	286.80	0.00	0.00	5800.07
MS Activity Acct	4577.55	0.00	322.60	0.00	4900.15
MS Houses	1761.25	0.00	0.00	0.00	1761.25
Music Boosters	7114.00	0.00	0.00	0.00	7114.00
Musical	2199.05	0.00	0.00	0.00	2199.05
One Act Plays	2214.22	305.55	68.40	0.00	1977.07
Quiz Bowl	1560.91	0.00	0.00	0.00	1560.91
Resale	741.53	0.00	0.00	0.00	741.53
Scholarships	14414.25	0.00	0.00	0.00	14414.25
Secondary Act Acct	5723.15	0.00	75.00	0.00	5798.15
Soccer	4624.80	0.00	0.00	0.00	4624.80
Soccer FR	4062.46	0.00	0.00	0.00	4062.46
Speech	774.50	0.00	0.00	0.00	774.50
Teachers	3063.71	0.00	0.00	0.00	3063.71
Track	3276.79	9.99	0.00	0.00	3266.80
Track FR	1289.06	0.00	392.40	0.00	1681.46
Uniform Replacement	2.85	0.00	0.00	0.00	2.85
Volleyball	3110.57	1309.34	1363.00	0.00	3164.23
Volleyball FR	1160.94	318.60	0.00	0.00	842.34

Water Quality Project	4038.94	0.00	0.00	0.00	4038.94
Weightroom	2225.15	0.00	0.00	0.00	2225.15
Wrestling	4129.75	0.00	0.00	0.00	4129.75
Wrestling FR	1476.68	89.97	0.00	0.00	1386.71
Yearbook	1247.93	200.00	150.00	0.00	1197.93
	187236.04	8636.71	21452.59	0.00	200051.92

Madison Public Schools					
LUNCH FUND	Fund 06				
October 2024					
<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
FUND BALANCE	217264.81	58382.64	15094.09	0.00	173976.26
	217264.81	58382.64	15094.09	0.00	173976.26

Madison Public Schools					
STUDENT ACTIVITY FEE	Fund 12				
October 2024					
<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
FUND BALANCE	6897.27	0.00	41.46	0.00	6938.73
	6897.27	0.00	41.46	0.00	6938.73

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
Checking	5	Fund: 05 ACTIVITY FUND	
BARRY, ANN	10.8. 24MSVBvsStanton	10.8.24 MS VB vs Stanton Ref	90.00
		Vendor Total:	90.00
BRADLEY, CRYSTAL	10.8. 24MSVBvsStanton	10.8.24MSVBvsStantonRef	90.00
		Vendor Total:	90.00
BRAUN, MELISSA	10.22. 24HSVBvsSchuyler	10.22.24 HS VB vs Schuyler Ref	160.00
		Vendor Total:	160.00
BSN SPORTS, LLC	927085038	Quarter zips	318.60
		Vendor Total:	318.60
CHOICE FOODS	001081200814	concessions	46.45
CHOICE FOODS	001099811349	concessions	26.37
CHOICE FOODS	002003241550	concessions	9.95
CHOICE FOODS	002098271352	concessions	19.04
		Vendor Total:	101.81
ENTOURAGE YEARBOOKS	1051033001	Yearbooks	100.00
ENTOURAGE YEARBOOKS	1051038001	Yearbooks	100.00
		Vendor Total:	200.00
HARRIS, STEPHAN	10.18. 24VHSFBvsNG-SE	10.18.24VHSFBvsNG-SE Ref	160.00
		Vendor Total:	160.00
HARTINGTON-NEWCASTLE SCHOOLS	10.12.24V VB Tournam	10.12.24 HS V VB Tournament Entry Fee	75.00
		Vendor Total:	75.00
HENN, JENNIFER	10.7. 24JV/VVBTriangu	10.7.24 JV/V VB Triangular	180.00
		Vendor Total:	180.00
HOLTZ, HEATH	10.18. 24VHSFBvsNG-SE	10.18.24VHSFBvsNG-SE Ref	160.00
		Vendor Total:	160.00
JONES, VICKY	MemorialForSister	Vicky Jones - memorial for sister	25.00
		Vendor Total:	25.00
KEN'S BAND INSTRUMENT REPAIR	2024-000650- 000794	Summer instrument repairs	700.00
		Vendor Total:	700.00
KUCERA, JOHN	10.18. 24VHSFBvsNG-SE	10.18.24VHSFBvsNG-SE Ref	160.00
		Vendor Total:	160.00
LEIGH COMMUNITY SCHOOLS	2024FCCLAregist ratio	FCCLA-DLC	216.00
		Vendor Total:	216.00

Vendor Name	Invoice	Description	Amount
LUNCHTIME SOLUTIONS, INC.	37361	concessions	194.17
LUNCHTIME SOLUTIONS, INC.	37362	MVP adult breakfasts	103.68
Vendor Total:			297.85
MAHASKA	9940737	Concessions	563.32
Vendor Total:			563.32
MELVIN, DEANDRAE	10.18. 24VHSFBvsNG-SE	10.18.24VHSFBvsNG-SE Ref	160.00
Vendor Total:			160.00
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.1. 24OnlinePmtFee	10.1.24OnlinePmtFee	1.86
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.16. 24OnlinePmtFee	10.16.24OnlinePmtFee	4.03
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.18. 24OnlinePmtFee	10.18.24OnlinePmtFee	0.39
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.2. 24OnlinePmtFee	10.2.24OnlinePmtFee	0.37
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.22. 24OnlinePmtFee	10.22.24OnlinePmtFee	3.25
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.24. 24OnlinePmtFee	10.24.24OnlinePmtFee	1.05
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.25. 24OnlinePmtFee	10.25.24OnlinePmtFee	0.79
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.29. 24OnlinePmtFee	10.29.24OnlinePmtFee	1.50
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.3. 24OnlinePmtFee	10.3.24OnlinePmtFee	4.36
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.30. 24OnlinePmtFee	10.30.24OnlinePmtFee	0.67
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.31. 24OnlinePmtFee	10.31.24OnlinePmtFee	0.36
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.8. 24OnlinePmtFee	10.8.24OnlinePmtFee	2.34
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	10.9. 24OnlinePmtFee	10.9.24OnlinePmtFee	6.56
Vendor Total:			27.53
MOYLAN ICEPLEX	2024 MPS Skating	Ice Skating admission for M-Club Trip	286.80
Vendor Total:			286.80
MPS ACTIVITY FUND	Shakes & bars	Shakes and bars for GBB	110.00
Vendor Total:			110.00
Nebraska FCCLA	1185	FCCLA- FLW	175.00
Vendor Total:			175.00
NEBRASKA FFA ASSOCIATION	753835	FFA State Dues	522.00
Vendor Total:			522.00
OAKLAND-CRAIG HIGH SCHOOL	10.17. 24HSCCDistrict	10.17.24 HS CC District Entry Fee	50.00
Vendor Total:			50.00
OMAHA SYMPHONY	2024CelebrateCr eativ	Celebrate Creativity Workshop	240.00
Vendor Total:			240.00
PIERCE HIGH SCHOOL	10.8.24 MS CC	10.8.24 MS CC Entry	70.00

<u>Vendor Name</u>	<u>Invoice Entry</u>	<u>Description</u>	<u>Amount</u>
			Vendor Total:
			70.00
PIZZA HUT OF MADISON	10.7.24 0026	concessions	54.00
PIZZA HUT OF MADISON	10.9.24 #0020	FFA Food	54.00
			Vendor Total:
			108.00
SHIVELY, SALLY	10.7.24 JV/V VB	10.7.24 JV/V VB Triangular	150.00
		Tria	
SHIVELY, SALLY	10.8.24 MS VB	10.8.24 MS VB vs Stanton	90.00
		vs Sta Ref	
SHIVELY, SALLY	V*10.8.24 MS VB	10.8.24 MS VB vs Stanton	(90.00)
		vs S Ref	
			Vendor Total:
			150.00
SVEC, PAT	10.7.24 JV/V VB	10.7.24 JV/V VB Triangular	180.00
		Tria Ref	
			Vendor Total:
			180.00
US BANK	240007742480000	AD Concussion testing	520.00
	00000	yearly subscriptio	
US BANK	240113442410000	Water bottles & carrier	41.98
	71138		
US BANK	240113442430001	Socks for Cheerleaders	18.38
	13456		
US BANK	240113442450001	Wristbands & ice bath tub	95.99
	27937		
US BANK	240113442470001	Wristbands & ice bath tub	49.94
	06077		
US BANK	240113442480001	2 game volleyballs	74.34
	05185		
US BANK	240113442510000	FB Subscription	119.94
	62195		
US BANK	240113442540001	FFA T Shirts	150.00
	08152		
US BANK	240113442600000	custom sports	130.00
	07076		
US BANK	240113442600000	concessions	220.64
	71529		
US BANK	240113442600001	2024 Denver Wrestling	69.99
	04846	Clinic	
US BANK	240113442640000	Rubber Ducks- Teammates	19.96
	61654	will return	
US BANK	240646642620000	ANET Subscription	9.99
	27908		
US BANK	241374642490015	BA Flash Hydration	39.98
	50510		
US BANK	244273342547202	FFA Food Drive	40.00
	30910		
US BANK	244450042565004	EHC Meeting meal	16.79
	88068		
US BANK	244450042640009	laundry supplies	23.43
	66325		
US BANK	244550142551410	Concessions & FB FR	106.18
	01137		
US BANK	246921642421008	Tripod stand for iPads to	19.98
	95019	record matches	
US BANK	246921642431018	Concessions	16.19
	12108		
US BANK	246921642431019	Concessions	213.62
	79923		
US BANK	246921642461015	Concessions	55.00
	05526		

Board Report

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
US BANK	246921642471023 54509	Concessions	42.92
US BANK	246921642631057 84162	FB chin straps	59.97
US BANK	246921642631059 85310	FB chin straps	33.53
US BANK	249889442430170 35109	One-Act scripts & licensing fees	305.55
Vendor Total:			2,494.29
WALMART COMMUNITY	626935 9.20.24	Homecoming	223.48
WALMART COMMUNITY	626935 9.24.24	Concessions	52.11
WALMART COMMUNITY	626935 9.4.24	concessions & fb	114.92
Vendor Total:			390.51
WIETFELD, KAREN	10.22. 24HSVBvsSchuyl	10.22.24 HS VB vs Schuyler Ref	160.00
Vendor Total:			160.00
WILLIAMS, AARON	10.18. 24VHSFBvsNG-SE	10.18.24VHSFBvsNG-SE Ref	160.00
Vendor Total:			160.00
ZHANG, TAYLOR	10.7.24 JV/V VB Tria	10.7.24 JV/V VB Triangular	150.00
Vendor Total:			150.00
Fund Total:			8,931.71
Checking Account Total:			8,931.71

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
Checking	06	Fund: 06 SCHOOL NUTRITION FUND	
HOBART SALES & SERVICE	OC103429	Elementary Warmer	323.00
		Vendor Total:	323.00
LUNCHTIME SOLUTIONS, INC.	NE00000207	Sept 2024 Breakfast & Lunch	50,968.49
LUNCHTIME SOLUTIONS, INC.	NE00000312	Sept 2024 FFVP	1,598.84
LUNCHTIME SOLUTIONS, INC.	NE00000205	Trinity September 24 Bill	1,339.85
		Vendor Total:	53,907.18
MAJOR REFRIGERATION	D3976	HS Walkin Freezer	4,152.46
		Vendor Total:	4,152.46
		Fund Total:	58,382.64
		Checking Account Total:	58,382.64

<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	92155	WASTE DISPOSAL	350.00
ALBRACHT DISPOSAL SERVICE	92156	WASTE DISPOSAL	325.00
		Vendor Total:	675.00
APPEARA	1024 STMT OCT	SERVICE	666.97
		Vendor Total:	666.97
BAUER BUILT TIRE & SERVICE	870283989	REPAIRS	659.95
		Vendor Total:	659.95
BRADY & AMY'S	61423	FUEL	663.12
BRADY & AMY'S	61668	FUEL	817.91
BRADY & AMY'S	61669	FUEL	1,862.64
		Vendor Total:	3,343.67
CENTIMARK CORP	8001151019	INSPECTION	2,789.00
		Vendor Total:	2,789.00
CITY OF MADISON	1024 5045001	UTILITIES	686.10
CITY OF MADISON	1024 5095001	UTILITIES	210.40
CITY OF MADISON	1024 5097002	UTILITIES	205.51
CITY OF MADISON	1024 5181001	UTILITIES	112.97
CITY OF MADISON	1024 7007001	UTILITIES	2,467.56
CITY OF MADISON	1024 7008001	UTILITIES	4,238.65
		Vendor Total:	7,921.19
DAKOTA TRUCK UNDERWRITERS	3750214	INSURANCE	1,304.00
		Vendor Total:	1,304.00
DENT SPECIALISTS	143039	REPAIRS	66.00
DENT SPECIALISTS	143045	MAINTENANCE	504.39
		Vendor Total:	570.39
EAKES OFFICE SOLUTIONS	9009019-1	SUPPLIES	766.63
EAKES OFFICE SOLUTIONS	9024327-0	SUPPLIES	361.26
EAKES OFFICE SOLUTIONS	9024327-1	SUPPLIES	105.12
EAKES OFFICE SOLUTIONS	9029358-0	SUPPLIES	1,130.71
EAKES OFFICE SOLUTIONS	9029731-0	SUPPLIES	92.23
EAKES OFFICE SOLUTIONS	9034599-0	SUPPLIES	1,621.94
		Vendor Total:	4,077.89
ECOLAB PEST ELIMINATION DIVISION	6468496	PEST CONTROL	139.50
		Vendor Total:	139.50
EDUCATIONAL SERVICE UNIT #7	0924 STMT	SERVICES	456.50
		Vendor Total:	456.50
EDUCATIONAL SERVICE UNIT #8	INV-011009	SERVICES	28,415.10
EDUCATIONAL SERVICE UNIT #8	INV-011024	SERVICES	17,600.00
EDUCATIONAL SERVICE UNIT #8	INV-011043	SERVICES	3,278.20
EDUCATIONAL SERVICE UNIT #8	INV-011057	SERVICES	9,337.50
		Vendor Total:	58,630.80
ELKHORN VALLEY SCHOOLS	2024 VOCAL CLINIC	REGISTRATION	87.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
				Vendor Total: 87.00
EMC INSURANCE COMPANIES	7002168154	INSURANCE	479.00	
				Vendor Total: 479.00
ESTECH SYSTEMS INC	167144	PHONE SERVICE	1,268.01	
				Vendor Total: 1,268.01
FIELDS HARDWARE	187805	SUPPLIES	19.99	
FIELDS HARDWARE	4187783	SUPPLIES	6.99	
				Vendor Total: 26.98
FRESH IDEAS	6638600119	SUPPLIES	82.80	
				Vendor Total: 82.80
FRONTIER	1024 STMT	PHONE SERVICE	644.72	
				Vendor Total: 644.72
GO PHYSICAL THERAPY LLC	MAD102024	SERVICES	6,609.63	
				Vendor Total: 6,609.63
GREATAMERICA FINANCIAL SERVICES CORPORATION	37747833	COPIER LEASE	3,033.76	
				Vendor Total: 3,033.76
HEARTLAND COMMUNICATIONS	75619	MAINTENANCE	1,420.00	
				Vendor Total: 1,420.00
HELVIE, CATHY	1024 STMT	MILEAGE	782.56	
				Vendor Total: 782.56
HOLIDAY INN OF KEARNEY	1024 STMT	TRAVEL	280.00	
				Vendor Total: 280.00
HVVEE FOOD STORES INC	051624 RECEIPT- C	SUPPLIES	131.35	
				Vendor Total: 131.35
JACKSON SERVICES	5404291	SERVICE	79.56	
JACKSON SERVICES	5404292	SERVICE	154.08	
JACKSON SERVICES	5413834	SERVICE	79.56	
JACKSON SERVICES	5413835	SERVICE	154.06	
JACKSON SERVICES	5425759	SERVICE	79.56	
JACKSON SERVICES	5425760	SERVICE	154.12	
				Vendor Total: 700.94
KSB SCHOOL LAW	17501	LEGAL SERVICES	2,721.00	
				Vendor Total: 2,721.00
MADISON JUNIOR WRESTLING ASSOCIATION	2024 AGREEMENT	RENTAL	6,000.00	
				Vendor Total: 6,000.00
MADISON STAR MAIL	16137	PUBLICATIONS	228.00	
MADISON STAR MAIL	16146	PUBLICATIONS	17.02	
MADISON STAR MAIL	16147	PUBLICATIONS	17.89	
MADISON STAR MAIL	16148	PUBLICATIONS	97.31	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
MADISON STAR MAIL	16171	PUBLICATIONS	20.13	
MADISON STAR MAIL	16172	PUBLICATIONS	11.45	
MADISON STAR MAIL	16177	PUBLICATIONS	9.82	
MADISON STAR MAIL	16181	PUBLICATIONS	102.55	
MADISON STAR MAIL	16204	PUBLICATIONS	18.33	
		Vendor Total:		522.50
MEAD LUMBER	11295793	SUPPLIES	945.89	
		Vendor Total:		945.89
MENARDS - NORFOLK	62794	SUPPLIES	117.93	
MENARDS - NORFOLK	62795	SUPPLIES	(10.00)	
MENARDS - NORFOLK	62798	SUPPLIES	9.99	
MENARDS - NORFOLK	64579	SUPPLIES	1,059.05	
MENARDS - NORFOLK	64582	SUPPLIES	(24.99)	
MENARDS - NORFOLK	64633	SUPPLIES	40.88	
MENARDS - NORFOLK	64696	SUPPLIES	49.92	
MENARDS - NORFOLK	64978	SUPPLIES	44.44	
MENARDS - NORFOLK	65311	SUPPLIES	59.91	
MENARDS - NORFOLK	65520	SUPPLIES	77.95	
MENARDS - NORFOLK	65692	SUPPLIES	84.90	
MENARDS - NORFOLK	65816	SUPPLIES	(84.90)	
MENARDS - NORFOLK	65855	SUPPLIES	38.60	
		Vendor Total:		1,463.68
MENARDS-COLUMBUS	16833	SUPPLIES	169.97	
		Vendor Total:		169.97
MICHAEL'S PHOTOGRAPHY	30001	SUPPLIES	960.00	
		Vendor Total:		960.00
MIDWEST ALARM SERVICES	474054	ALARM SERVICE	114.94	
MIDWEST ALARM SERVICES	474482	ALARM SERVICE	150.00	
MIDWEST ALARM SERVICES	474483	ALARM SERVICE	406.10	
MIDWEST ALARM SERVICES	474484	ALARM SERVICE	416.10	
MIDWEST ALARM SERVICES	474485	ALARM SERVICE	125.00	
		Vendor Total:		1,212.14
MY CENTRAL SUPPLY	1024 STMT	SUPPLIES	0.92	
		Vendor Total:		0.92
NE REGIONAL DEAF ED PROGRAM	1024 STMT	SERVICES	682.00	
		Vendor Total:		682.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	84380	REGISTRATION	115.00	
		Vendor Total:		115.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	583960	WATER TESTING	31.00	
		Vendor Total:		31.00
ONE SOURCE	2022166217	BACKGROUND CHECK	210.00	
		Vendor Total:		210.00
PITNEY BOWES BANK INC RESERVE ACCOUNT	1024 STMT	POSTAGE	1,000.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	1,000.00
PITNEY BOWES	1026280374	SUPPLIES	161.82	
			Vendor Total:	161.82
RS ELECTRIC	2289	MAINTENANCE	1,027.16	
			Vendor Total:	1,027.16
SCHINDLER ELEVATOR CORP	8106733302	ELEVATOR MAINTENANCE	3,216.60	
			Vendor Total:	3,216.60
SECURITY SHREDDING SERVICES	22379	DISPOSAL	40.00	
			Vendor Total:	40.00
SODEXCO, INC & AFFILIATES	155012	SUPPLIES	81.10	
			Vendor Total:	81.10
STAPLES BUSINESS ADVANTAGE Dept DET	3563403525	SUPPLIES	17.57	
STAPLES BUSINESS ADVANTAGE Dept DET	3563651855	SUPPLIES	53.88	
STAPLES BUSINESS ADVANTAGE Dept DET	3563813500	SUPPLIES	42.16	
			Vendor Total:	113.61
SUBCO MADISON, LLC	1/A-322965	SUPPLIES	307.93	
			Vendor Total:	307.93
TRUCK CENTER COMPANIES, FREIGHTLINER	XA101126987:01	MAINTENANCE	43.69	
			Vendor Total:	43.69
UNI-HYDRO	M-166605		9,389.00	
			Vendor Total:	9,389.00
UNIVERSITY OF NE - LINCOLN	2436	ADMISSION	126.00	
			Vendor Total:	126.00
VOLKMAN PLUMBING & HEATING	217905	REPAIRS	693.24	
VOLKMAN PLUMBING & HEATING	217953	REPAIRS	262.00	
			Vendor Total:	955.24
WALMART COMMUNITY	100624 RECEIPT	SUPPLIES	259.84	
WALMART COMMUNITY	101224 RECEIPT	SUPPLIES	66.87	
WALMART COMMUNITY	101824 RECEIPT	SUPPLIES	69.42	
WALMART COMMUNITY	102324 RECEIPT	SUPPLIES	304.85	
			Vendor Total:	700.98
WATER ENGINEERING INC	IN170353	WATER SERVICE	295.04	
WATER ENGINEERING INC	IN170362	WATER SERVICE	207.50	
			Vendor Total:	502.54
WEILAND WELL	7279	MAINTENANCE	580.00	
			Vendor Total:	580.00
WISNER-PILGER SCHOOLS	2024 CLINIC	SUPPLIES	68.00	
			Vendor Total:	68.00

Board Report

Unposted; Batch Description NOVEMBER 2024 GENERAL FUND INVOICES

User ID: CELINE

Vendor Name

Invoice

Description

Amount

Fund Total: 130,129.38

Checking Account Total: 130,129.38

September 2024 Board Meeting:

Bond Fund:

BOK Financial \$ 9,980.12 Bond Payment

Special Building Fund:

Five Points Bank \$ 62,291.66 Interest payment on elementary project

Volkman \$ 62,916.03 Billing #2 on Air Conditioner

October 2024 Board Meeting:

Depreciation Fund:

Complete Floors \$ 26,836.00 Elementary Classroom flooring

Complete Floors \$ 2,687.00 High School flooring

Special Building Fund:

Volkman \$ 33,786.80 Billing #3 on Air Conditioner

Volkman \$ 32,627.17 Billing #4 on Air Conditioner

November 2024 Board Meeting:

Bond Fund:

BOK Financial \$ 193,696.25 Bond payment

QP Fund:

ComputerShare \$ 700.00 Administrative Charge

Special Building Fund:

DWB, Inc. \$ 72,151.00 Walkway Construction

MADISON PUBLIC SCHOOLS
TREASURER'S REPORT

October 31, 2024

General Fund

					<u>BALANCE</u>	<u>Last year's balance</u>
Balance Forward as of	<u>September 30, 2024</u>				\$3,724,767.50	
Receipts		+	\$	1,085,106.60		
Expenditures		-	\$	799,508.26		
Balance as of	<u>October 31, 2024</u>				\$4,010,365.84	\$3,894,365.52

Employee Benefit Fund

Balance Forward as of	<u>September 30, 2024</u>				\$15,489.95	
Receipts		+	\$	3,525.41		
Expenditures		-	\$	4,592.00		
Balance as of	<u>October 31, 2024</u>				\$14,423.36	\$15,400.12

Petty Cash Fund

Balance Forward as of	<u>September 30, 2024</u>				\$1,589.61	
Receipts		+	\$	1,440.68		
Expenditures		-	\$	1,440.44		
Balance as of	<u>October 31, 2024</u>				\$1,589.85	\$2,233.98

Total Assets for General Fund

\$4,026,379.05 \$3,911,999.62

Depreciation Fund

Balance Forward as of	<u>September 30, 2024</u>				\$392,475.41	
Receipts		+	\$	950.55		
Expenditures		-	\$	29,523.00		
Balance as of	<u>October 31, 2024</u>				\$363,902.96	\$354,269.98

Bond Fund

Balance Forward as of	<u>September 30, 2024</u>				\$308,044.40	
Receipts		+	\$	27,921.61		
Expenditures		-	\$	-		
Balance as of	<u>October 31, 2024</u>				\$335,966.01	\$347,284.37

Qualified Capital Purpose Fund

Balance Forward as of	<u>September 30, 2024</u>				\$605,879.04	
Receipts		+	\$	7,566.77		
Expenditures		-	\$	-		
Balance as of	<u>October 31, 2024</u>				\$613,445.81	\$598,308.13

Special Building Fund

Balance Forward as of	<u>September 30, 2024</u>				\$2,388,653.86	
Receipts		+	\$	155,104.99		
Expenditures		-	\$	66,415.97		
Balance as of	<u>October 31, 2024</u>				\$2,477,342.88	\$2,434,262.61

Investment Checking

Balance Forward as of	<u>September 30, 2024</u>				\$358,733.55	
Receipts		+	\$	1,202.70		
Expenditures		-	\$	-		
Balance as of	<u>October 31, 2024</u>				\$359,936.25	\$344,129.08

Madison Public Schools

Justin Frederick

Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

District Phone (402) 454-3336 Fax (402) 454-2238

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

Travis Jordan

Director of CAI

Landonn Mackey

Athletic Director

Celine Filsinger

Office Manager

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

November 2024 Board Report Landonn Mackey, Athletic Director

MS Sports Participation by Season

	Fall (10/1)	Winter	Spring
Boys	16 (50%)	TBD	TBD
Girls	20 (50%)	TBD	TBD
Total	36 (50%)		

MS Sports Participation by Sport

	Start	Complete
Football	11	9
Volleyball	23	20
Cross Country	7	7
Girls Basketball	--	---
Boys Basketball	---	---
Girls Wrestling	--	--
Boys Wrestling	--	--

HS Sports Participation by Season

	Fall (10/1)	Winter	Spring
Boys	29 (35%)	TBD	TBD
Girls	28 (35%)	TBD	TBD
Total	57 (35%)		

HS Sports Participation by Sport

	Start	Complete
Football	26	25
Volleyball	30	24
Cross Country	14	8
Girls Basketball	--	---
Boys Basketball	--	---
Girls Wrestling	--	---
Boys Wrestling	--	---

- Fall sports season is complete for MS & HS teams. Winter sports practices for MS Girls Basketball and Wrestling have begun. HS practices will begin November 18th.
- Coach/Parent and Booster Club meeting will be held on November 18th for the High School winter season.
- All winter schedules have been finalized & confirmed.
- EHC Conference meeting was held Wednesday, November 6th in West Point.
- NSAA District III will meet on November 12th to vote on proposals. Those that pass will advance.
- Attended NDE School Safety Summit in Kearney on October 17th.
- Big Red Club jackets continue to be en route from supplier. Goal is to have them to students in the coming weeks.

Scoreboard

Cross Country

Districts were held October 17th in Oakland. Boys had runners finish in 50th, 69th, 74th, & 79th. Girls had two runners finish in 45th & 52nd positions, respectively.

Football (1-7)

Dragons defeated Newman Grove/St. Edward on 10/18 to wrap up the season.

Volleyball (8-22)

Lady Dragons defeated Winnebago & Schuyler in the final weeks of the season. Dragons were defeated by Boone Central in Columbus during sub-districts last week.



Madison Public Schools

Justin Frederick
Interim Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

District Phone (402) 454-3336 Fax (402) 454-2238

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

Travis Jordan

Director of CAI

Landonn Mackey

Athletic Director

Celine Filsinger

Office Manager

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

Curriculum, Assessment and Instruction

November 2024

Curriculum:

- We are getting 45 Free iReady Reading Licenses to “Pilot” the program in Grades 1 and 2. We use it at the Middle School level and with the Kindergarten this year.

Assessment:

- 28 Students took the ACT on between October 30 and November 6 and everything went smoothly.
- Preparing for Winter NSCAS in Grades 3-8
 - Math in December
 - ELA in January
- iReady Winter Diagnostic
 - Reading in December
 - Math in January
- Acadience Winter Benchmark Grades K-5 December 11th and 12th

Instruction:

- Through our PLCs (Early Out Days) we have identified GRIT and Resilience as a key skill that is making educating all students challenging.
 - We are creating a PK-12 plan for developing those skills in our students

Madison Public Schools

Justin Frederick

Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal

Karla Kush

Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

District Phone (402) 454-3336 Fax (402) 454-2238

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

Travis Jordan

Director of CAI

Landonn Mackey

Athletic Director

Celine Filsinger

Office Manager/HR

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

Jim Crilly HS Principal Board Report November 5, 2024

ENROLLMENT

9th - 43 students

10th - 37 students

11th - 47 students

12th - 35 Students

Overall, 162 students

ATTENDANCE

9th 96.32%

10th 97.72%

11th 94.90 %

12th 93.92%

Overall, 95.71%

Parent Teacher Conferences Average for HS Fall of 24' 87% turn out.
Pretty Good

12 Students involved in the One Act production this year. Sponsors are Ms. Knight and Ms. Walz

Seniors can visit several different colleges this fall, we have offered transportation to Kearney University, University of Nebraska Omaha, NECC, CCC, Wayne St. They have also done some job shadowing at different location through Northeast Nebraska.

FFA currently has 41 members, Art Club has 28 students, 4 girls on the dance team and 10 girls out for cheer.

This is a list of the students with different nationalities @ MHS
(immediate family only)

Mexico

Honduras

Venezuela

Nicaragua

Colombia

El Salvador

Native American

African American

Puerto Rico

South Korea

Myanmar

Thailand

Karen

Guatemala

Cuba

United States



Madison Public Schools

Justin Frederick
Interim Superintendent
Jim Crilly
HS Principal
Reid Ehrisman
MS Principal/EL
Karla Kush
Elementary Principal

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

Travis Jordan
Director of CAI
Landonn Mackey
Athletic Director
Celine Filsinger
Office Manager

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

Mr. Ehrisman- November 7th, 2024

Grade Level	Current as of 11/7/24	Start of the year 8/6/24
6th Grade	41	39
7th Grade	34	32
8th Grade	39	37
MS Total	114	108

Grade Level	Attendance as of 11/7/24	8/15-8/31	9/1-9/30	10/1-10/31
6th Grade	96.96%	98.51%	96.43%	96.67%
7th Grade	96.54%	97.67%	97.71%	95.82%
8th Grade	95.06%	95.36%	96.31%	94.63%
MS Total	96.08%	97.15%	96.77%	95.71%

# of students in Amp	
Week 7 (10/15)	2
Week 8 (10/22)	0
Week 9 (10/29)	0
Week 10 (11/5)	2

- We hosted the “k-8 Star Party” on October 11th. The presenter was Dr. Todd Young of Wayne State College.
- The 4th Annual Fall Service project was on October 17th. We were able to accomplish a wide variety of projects around Madison. That morning our teachers had 1-on-1 meetings with students to go over NSCAS results and do some goal setting for their winter testing.

- On October 22nd, the 8th grade students toured Columbus Community College. Thank you to Ms. Jurries for organizing this.

- Our 1st semester PTC's were held on October 23rd and 24th:

6th Grade- 93%

7th Grade- 91%

8th Grade- 90%

Total- 91%

2023 Fall PTC Attendance- 96%

2022 Fall PTC attendance- 90%

2021 Fall PTC attendance- 92%

2020 Fall PTC attendance- 92%

2019 Fall PTC attendance- 95%

- Seven of our choir students attended the 53rd Annual Eklhorn Valley Junior High Choral Clinic on October 24th. Thank you to Ms. Knight for providing them this opportunity.

- Melany Gonzalez (8th grade) was named the Student of the Month for October.

- I completed two formal observations this month for non-tenured teachers and two walk-throughs.

- Our 1st Quarter House Winner was the House of Dragoste. Below is the point breakdown:

- Dragoste 467

- Tiyaga 425

- Daode 398

- Rhokeus 352

- 1st Quarter Attendance Breakdown:

- 100% attendance

- 6th- 12/40

- 7th- 11/33

- 8th- 7/39

- Total- 30/112

- 100%-98% Attendance

- 6th- 20/40

- 7th- 18/33

- 8th- 14/39

- Total- 52/112

- 100%-96% Attendance

- 6th- 29/40

- 7th- 25/33

- 8th- 21/35

- Total- 75/112

Madison Public Schools

Justin Frederick

Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

District Phone (402) 454-3336 Fax (402) 454-2238

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

Travis Jordan

Director of CAI

Landonn Mackey

Athletic Director

Celine Filsinger

Office Manager/HR

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

We will be having a building and grounds meeting before the regular meeting on Monday. We will be discussing HVAC for north wing of the high school, looking at a bid to replace the paiging system at the MS/HS and playground equipment at the elementary. The last thing would be to add a doorway from AD office to the training room in the new gym. The only project I have as an action item is the HVAC system.

I have attached the AFR to the action items. We can go through it at the meeting and I can give you the hard copy once they are received from Porter. The NPERS (our retirement system) audit went well.

Congratulations to Steve Ruh, Matt Reeves, and Oscar Calderon on being elected to the school board. Matt and Oscar will be sworn in at the January meeting to begin their official board duties.

Holiday party for staff and board will be January 3, 2025 in Norfolk at Midtown Event Center. More details to come, but would like all of you to attend if you are able to do so.

NASB state conference is November 20-22, 2024. Who is riding and where would you like me to get reservation for dinner.

I will be out of the district from 11/14-11/18. I will be available via text or email. We will have negotiations meeting number 2 with the MEA on Tuesday, November 19 at 6:00 in the conference room.

Kerry Crilly is going to take over the media specialist para job at the MS/HS at semester, so we will be advertising for a high school para for second semester.

We are getting staff a pull over. There are two options this go around and we have sample sizes for you to try on in the board room. I will get your order before you leave on Monday.

I have attached BOE policies 3041-3050 for your consideration. There is an action item to hire EL teacher for next school year.

EMC considers the 2012 Impala as a total loss. They will give us \$6304 for it and they will pick it up, or they will give us \$4792 and we can keep it for a project car.



October 16, 2024

Madison Public School
Board of Education
700 South Kent
Madison NE, 68748

Dear Negotiations Committee:

The Madison Education Association requests that the school board of the Madison Public Schools take action to recognize Madison Education Association as exclusive bargaining agent for the district's non-supervisory certificate staff to begin bargaining this fall for the 2026-27 contract year.

Please direct your response to the undersigned.

Sincerely,

Thomas Harrington

MEA President

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: _____

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. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

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).**

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the CM@R method for a specific project, or at a later time but before the RFP is published and sent out.

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 protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protestor, 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: _____

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. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

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)**.

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

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: _____
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: _____
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: _____
Revised on: _____
Reviewed on: _____

3046
Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THERAPY ANIMALS

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

Deleted: ¶

¶ [NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]¶

¶ [OPTION 1]¶

¶ III. THERAPY ANIMALS¶

¶ The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.¶

¶ **Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district. ¶

¶ **Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:¶

¶ **Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.¶

¶ **Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times. ¶

¶ **Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.¶

¶ **Control.** A therapy animal must be under the control of the Owner at all times. ¶

... [1]

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

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

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

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

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

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

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3048 Communicable Disease

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3049

Drones and Unmanned Aircraft

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3050 Technology in the Classroom

I. In General

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

II. Devices

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

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

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

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

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

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

III. Applications

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

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

- C. Staff-Selected Applications.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____