

Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, July 12, 2021 7:00 PM
Middle School/High School Conference Room
700 South Kent St.
Madison, NE 68748-0450

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

1. Call the Meeting to Order
 1. Roll Call
 2. Pledge of Allegiance
 3. Open Meetings Act
 4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
4. Administrator and Other Reports
 1. Report on the Districts Insurance coverage costs (Mr. Blank)
 2. Discussion on upcoming budget and lease purchase options.
5. Board Committee Reports/Meeting dates
6. Action Items
 1. Discuss, consider, and take all necessary action to accept resignations
 2. Discuss, consider, and take all necessary action to approve new contracts.
 3. Discuss, consider, and take all necessary action on a transfer of \$35,000 from General Fund to the Activities Fund.
 4. Discuss, consider salary and benefit ranges for the position of assistant maintenance and bus driver.
 5. Discuss, consider and take all necessary action on the school districts insurance renewal.
 6. Discuss, consider, and take all necessary action to enter into an agreement with Michael Fakler for Preliminary Design Phase at \$125.00 per hour not to exceed \$2,500.00 plus reimbursable expenses.
 7. Discuss, consider and take all necessary action on a Resolution against adopting the Nebraska Department of Educations Health Standards.
 8. Discuss, consider, and take all necessary action to approve the Madison Public Schools safe return to learning plan.
 9. Discuss, consider, and take all necessary action to approve the staff handbooks for both certified and classified employees.
 10. Discuss, consider, and take all necessary action on 2021-22 bus routes.
7. Topics for next month's Board of Education meeting
8. 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.

Budget Hearing
Room
Monday, June 14, 2021 6:30 PM Central

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

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

- 1: Call Hearing to order
 - 1.1 Roll Call/excuse absent board members

Motion to excuse board member Jim Knapp from meeting. Passed with a motion by Jim Reeves and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

- 1.2 Pledge of Allegiance
 - 1.3 Declare the meeting to be open, legal, and properly advertised

- 2: Discuss and consider amending the 2020-21 Bond Fund to allow for refinanced proceeds to flow through the budget.

3. Close the Budget Hearing

Motion to adjourn meeting at 6:53 PM. Passed with a motion by Jim Reeves and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

President

Secretary

Meeting Notice Posted for June 2021 Meeting

City Office 5-17-2021
Library 5-17-2021
Front door of high school 5-17-2021
Madison Star Mail (Mtg Notice) 5-27 -2021

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

1: Call the meeting to order

Motion to call the meeting to order at 7:00 pm. Passed with a motion by Jim Reeves and a second by Kate Ebeling. Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Absent, Deb Neidig, Present, Jim Reeves: Present, Steve Ruh: Present. Present: 5; Absent: 1

- 1.1 Roll Call
- 1.2 Open Meetings Act
- 1.3 Madison Public Schools Mission Statement
- 1.4 Stakeholder Assessment Report (Mr. Jordan)

2: Consent Agenda

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

A to Z Vac.N.Sew	Supplies	59.80
Acco Brands USA LLC	Supplies	250.88
Albracht Disposal Service	Waste Disposal	325.00
Amazon.com	Supplies	3,435.42
Appearia	Supplies	
33.50		
Apple Computer, Inc.	Supplies	8,817.50
Assetgenie, Inc. DBA Agirepair	Computer Repairs	882.00
BCN	Phone Service	243.67
Blick Classroom Art	Supplies	93.21
Brady & Amy's	Fuel	186.81
BSN Sports, LLC	Supplies	342.22
Bureau of Education & Research Inc.	Training	279.00
Cascade School Supplies	Supplies	235.48
Central Nebraska Rehab Services	Services	2,777.32
Choice Foods	Supplies	150.57
City of Madison	Utilities	6,704.18
Curriculum Associates LLC	Supplies	35,416.00
Cutting Edge Lawn Care Service	Lawn Care	4,500.00
DASHR	Supplies	128.00
Deere Credit Inc.	Lease	510.58
Eakes Office Solutions	Supplies	41.02
Echo Group Inc.	Supplies	177.81
Ecolab Pest Elimination Division	Pest Control	121.85
Educational Service Unit #2	Mileage	118.72
Educational Service Unit #7	Training	478.00
Educational Service Unit #8	Services, License Renewal, Training	52,263.90
ESSDACK	Training	180.00
Fields Hardware	Supplies	22.46
Flinn Scientific, Inc.	Supplies	334.79
Floor Maintenance	Supplies	1,197.27
Frontier	Phone Service	744.93
Greatamerica Financial Services Corporation	Copier Lease	2,508.58
HyVee Food Store	Supplies	535.28
HyVee Food Stores Inc.	Supplies	52.99
Island Supply Welding Co	Supplies	29.76
J W Pepper & Son Inc.	Supplies	3.95

Jackson Services	Supplies	123.93
Kiwico Inc.	Supplies	2,998.50
KSB School Law	Legal Services	96.00
Love Media Group LLC	Supplies	150.00
Lunchtime Solutions, Inc.	Meals	656.10
Madison County Clerk	Election Fees	208.11
Madison Star Mail	Publications	1,020.49
MARC (Mid-American Research Chemical)	Supplies	146.10
McGraw-Hill Education Book Company	Supplies/Workbooks	12,491.09
Menards - Norfolk	Supplies	848.57
Midwest Special Instruments	Supplies	112.12
Midwest Technology Products	Supplies	63.51
Mueller Sprinklers	Repairs	103.38
NASCO Arts & Crafts	Supplies	649.67
Nationwide	Renewal	115.00
Nebr Rural Community Schools	Workshop	2,097.54
Nebraska Aquatic Supply	Supplies	374.75
Nebraska Public Health Environmental Lab	Supplies	30.00
Norfolk Daily News	Advertising	869.92
Northeast Community College	Training	18.00
Northeast Nebraska Juvenile Services	Reimbursement	7,659.42
One Source	Background Check	65.00
Parco Scientific Company	Supplies	420.30
Pitney Bowes	Postage	1,000.00
Pizza Hut of Madison	Supplies	297.82
River's Edge Convention Center-Ramada	Rental	930.86
S & S Worldwide	Supplies	58.61
Schmidt, Courtney	Mileage	50.96
School Health Corporation	Supplies	199.12
School Nurse Supply, Inc.	Supplies	422.36
School Specialty LLC	Supplies	352.18
Schoolhouse Outfitters LC	Supplies	21,618.24
Scott Electric	Supplies	11.50
Short Stop, The	Fuel	1,661.11
Shoutpoint, Inc.	Service Renewal	690.00
Sparklight (Formerly Cable One)	Cable Box Rental	27.02
Staples Business Advantage Dept DET	Supplies	192.28
SUSI Epperson Consulting LLC	Registration	350.00
Troxell Communications	Supplies	281.69
Truck Center Companies, Freightliner	Repairs	251.33
US Bank Cardmember Services	Supplies	16,450.13
US Cellular	Supplies	245.20
Vertimax LLC	Supplies	220.36
Volkman Plumbing & Heating	Repairs	3,500.00
Walmart Community	Supplies	300.59
Water Engineering Inc.	Water Service	425.04
William V Macgill & Co	Supplies	158.96
Winners' Circle	Supplies	492.85
Winsupply Norfolk NE Co	Supplies	329.69

3: Public forum

4: Superintendent Report

4: Board Committee reports/meeting dates

5: Discussion on future insurance coverage (Werner Blank).

6: Action Items

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

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

9: Discuss, consider, and take all necessary action to approve the Amended Bond Fund Budget of \$2,015,613.00

Motion to approve the Amended Bond Fund Budget of \$2,015,613.00. Passed with a motion by Steve Ruh and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

10: Discuss, consider, and take all necessary action to adopt new Board policies from KSB School Law.

Motion to approve and update policies as recommended by KSB. Passed with a motion by Steve Ruh and a second by Harlow Hanson. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

11: Discuss, consider, and take all necessary action to approve payment of the final pay application for the gym and locker room project.

Motion to approve the final pay application in the amount of \$75,000.00. Passed with a motion by Deb Neidig and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

12: Discuss, consider, and take all necessary action on a bid from DWB to insulate and tin the maintenance shed at the elementary.

Motion to accept a bid from DWB to insulate and tin the maintenance shed at the Elementary School for a total of \$18,471.00. Passed with a motion by Jim Reeves and a second by Kate Ebeling. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

13: Discuss, consider, and take all necessary action to approve the Strategic Action Plans for Enhancing Student Learning, Staffing Support and Facility Planning..

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

14: Discuss and consider future planning for ESSER III funds.

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

16: Adjournment

Motion to adjourn at 9:01 pm. Passed with a motion by Kate Ebeling and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 5, Nay: 0 Absent: 1

President

Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	06		
Checking	06	Fund: 06 SCHOOL NUTRITION FUND	
HEARTLAND FIRE PROTECTION INC	46272	Semi-annual Recert & Maint. -range hood	248.50
HEARTLAND FIRE PROTECTION INC	46273	Semi-annual Recert & Maint. -range hood	168.50
		Vendor Total:	417.00
HOBART SALES & SERVICE	OC90680	Repair to dishwasher @ Elem	480.97
		Vendor Total:	480.97
LUNCHTIME SOLUTIONS, INC.	30694	FFVP May 2021	553.62
LUNCHTIME SOLUTIONS, INC.	30716	May 2021 Services	26,696.29
		Vendor Total:	27,249.91
MAJOR REFRIGERATION	IC07073	Milk Cooler Repair HS	404.40
		Vendor Total:	404.40
MPS BOND FUND	Error-wrong account	Error - deposited in incorrect account	40,672.23
		Vendor Total:	40,672.23
		Fund Total:	69,224.51
		Checking Account Total:	69,224.51

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
Checking	5	Fund: 05 ACTIVITY FUND	
AMAZON.COM CREDIT	757538689684	Gift Cards	40.00
		Vendor Total:	40.00
ANDERSON'S	9818167	Homecoming 2021	285.77
		Vendor Total:	285.77
BLACKBURN MANUFACTURING	0650082-IN	Flags	16.40
		Vendor Total:	16.40
BSN SPORTS, LLC	913036423	Supplies	849.34
		Vendor Total:	849.34
CHOICE FOODS	001048550912	Supplies	4.60
CHOICE FOODS	002029971644	Supplies	19.82
CHOICE FOODS	002057871856	Supplies	40.05
		Vendor Total:	64.47
COMPLETE WEDDINGS & EVENTS	2,299,266 9-11-21	DJ Services 9-11-21 Homecoming	475.00
		Vendor Total:	475.00
CUSTOM SPORTS	29951	Dance t-shirts and tanks	336.00
CUSTOM SPORTS	29983	FFA Jackets-Emblem & Embroidery	400.00
		Vendor Total:	736.00
DRAMATIC PUBLISHING	100090407	Playbook	17.93
		Vendor Total:	17.93
EARL MAY SEED & NURSERY	109-001	Mulch	69.34
		Vendor Total:	69.34
ENTOURAGE YEARBOOKS	1045162001-1	Add'l Elem Softcover yearbooks	99.50
		Vendor Total:	99.50
HELLER, SHARILYN	Memorial-Husband	Memorial - Husband (James)	25.00
		Vendor Total:	25.00
HY-VEE FOOD STORE	5855474289	Supplies	31.25
		Vendor Total:	31.25
MAHASKA	939595	Beverages	1,062.00
		Vendor Total:	1,062.00
MFP, CHRIS MILLER	Summer Camp T-shirts	40 Summer Camp T-shirts	428.99
		Vendor Total:	428.99
NE SCHOOL ACTIVITIES ASSOC	Membership 21-22	NSAA Membership 21-22	1,050.00
		Vendor Total:	1,050.00
PLATTSMOUTH HIGH SCHOOL	Entry Fee-Soccer4-17	Entry Fee-Soccer 4-17-21	115.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	115.00
RIDDELL/ALL AMERICAN SPORTS CORP	60426415	Supplies	115.00	
			Vendor Total:	115.00
S&S WORLDWIDE	100761900	Supplies	484.72	
S&S WORLDWIDE	100766201	Supplies	1,572.63	
			Vendor Total:	2,057.35
SCHOOL HEALTH CORPORATION	3912122	Supplies	38.44	
			Vendor Total:	38.44
SCHOOL OUTFITTERS	13599770	Music stands & cart	2,873.76	
SCHOOL OUTFITTERS	13602663	Music Chairs and Dolly	2,720.88	
			Vendor Total:	5,594.64
WALMART COMMUNITY	#774	NHS Banquet Supplies	58.31	
			Vendor Total:	58.31
WINNERS' CIRCLE	53547	Custom Tumblers-EOY Banquet	142.50	
			Vendor Total:	142.50
			Fund Total:	13,372.23
			Checking Account Total:	13,372.23

MADISON PUBLIC SCHOOLS					
Activity Fund Balance Report					
JUNE 21		Fund 05			
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	0.00	0.00	0.00	0.00	0.00
AD	1,544.24	1,145.28	0.00	0.00	398.96
Art Club	766.24	0.00	0.00	0.00	766.24
Band	7,753.67	5,594.64	550.00	0.00	2,709.03
Boys BB	2,534.62	0.00	0.00	0.00	2,534.62
Boys BB FR	1,646.87	428.99	0.00	0.00	1,217.88
Cheerleaders	790.35	0.00	0.00	0.00	790.35
Class of 2019	0.00	0.00	0.00	0.00	0.00
Class of 2020	0.00	0.00	0.00	0.00	0.00
Class of 2021	189.72	0.00	0.00	0.00	189.72
Class of 2022	1,515.52	0.00	0.00	0.00	1,515.52
Class of 2023	640.00	0.00	0.00	0.00	640.00
Class of 2024	1,239.92	0.00	0.00	0.00	1,239.92
Concessions	14,135.06	1,062.00	0.00	0.00	13,073.06
Courtesy	2,174.72	65.00	0.00	0.00	2,109.72
Cross Country	614.44	0.00	0.00	0.00	614.44
Cross Country FR	1,579.87	0.00	0.00	0.00	1,579.87
Danceline	556.97	336.00	0.00	0.00	220.97
District Funds	15,078.43	3,107.35	141.72	0.00	12,112.80
Educators Rising	867.28	0.00	0.00	0.00	867.28
Elem Activity Acct	5,239.19	0.00	0.00	0.00	5,239.19
Elem PTO	1,684.47	0.00	0.00	0.00	1,684.47
Elem Student Council	47.00	0.00	0.00	0.00	47.00
ELL Class	554.91	0.00	0.00	0.00	554.91
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	1,740.53	0.00	0.00	0.00	1,740.53
FCCLA	1,134.03	0.00	0.00	0.00	1,134.03
FFA	7,757.00	512.12	0.00	0.00	7,244.88
Football	421.33	0.00	0.00	0.00	421.33
Football FR	1,571.04	0.00	0.00	0.00	1,571.04
Football Youth	250.00	0.00	0.00	0.00	250.00
Girls BB	1,727.52	0.00	0.00	0.00	1,727.52
Girls BB FR	1,806.72	0.00	0.00	0.00	1,806.72
Golf	1.76	0.00	0.00	0.00	1.76
Golf FR	333.35	0.00	0.00	0.00	333.35
Homecoming	733.73	475.00	0.00	0.00	258.73
Honor Society	942.81	58.31	0.00	0.00	884.50
HS Student Council	1,280.31	0.00	0.00	0.00	1,280.31
M Club	3,846.33	0.00	0.00	0.00	3,846.33
Marketing Comm.	18,963.28	0.00	0.00	0.00	18,963.28
MS Activity Acct	4,079.88	0.00	0.00	0.00	4,079.88

Lunch Fund Balance Report					
JUNE 21		Fund 06			
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	128,594.20	28,552.28	29,620.40	0.00	129,662.32
					<u>FUND 06</u>

Student Fund Balance Report					
JUNE 21	Fund 12				
<u>Chart of Account Description</u>	<u>Beg Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Bal Change</u>	<u>Balance</u>
FUND BALANCE	6,570.50	6,560.00	0.50	0.00	11.00
					<u>FUND 12</u>

Request Approval Form for Capital Assets Non Construction Project

NEBRASKA DEPARTMENT OF EDUCATION

*Required of all Nebraska school districts that intend to utilize ESSER funds for Capital Assets that are **NOT** Construction Projects. Multiple items can be placed on one form; however, all information should be provided for each of the items.*

Capital Assets Expenditures with an individual purchase price of over \$5,000 must be pre-approved.

Complete this form and return to:

Rhonda Wredt at rhonda.wredt@nebraska.gov

If you have questions about completing the form or the components of the form contact

Tom Goeschel, Director of Grants Compliance tom.goeschel@nebraska.gov or

Beth Wooster Administrator, Office of ESEA Programs Beth.Wooster@nebraska.gov

When purchasing equipment and capital assets it is the responsibility of the District to be aware of the following federal regulations: **2 CFR 200.313 Equipment, 2 CFR 200.439 Equipment and Other Capital Assets, and 2 CFR 200.436 Depreciation**

Name of School District: Madison Public Schools

School District Number: 59-0001

School District Superintendent: Alan Ehlers

Superintendent Email: aehlers@esu8.org

Superintendent Signature: 

Required

Date:

7/5/21

Purpose: In order for the Nebraska Department of Education (NDE) to determine if a capital asset proposed to be funded under the terms of ESSER funding is allowable, the District shall provide the additional information as requested below.

Our District plans to utilize
(check one):
 ESSER II
 ESSER III
For a capital asset that aligns to allowable use (check one or more as needed):
 #2
 #8
 #10
 #14
 #15
 #16

Description of the Capital Item(s) to be Purchased:

1. Provide a full description of the item(s) to be purchased including intended use. In the description identify how the item(s) matches the Allowable Use selected and how the item is in direct response to the needs of the District in regard to COVID-19.

Madison Public Schools plans to purchase a larger capacity bus to allow for social distancing for students. Our current buses only carry 59 passengers and we would like to purchase a larger bus in case COVID concerns develop over the next couple of school years.

The bus could be used for several things within our district. It could be used for bus routes or activities along with student field trips. We also could use as a place to serve food from or a wireless access point hub if remote learning is required.

Price of the Item(s):

2. Provide a general cost estimate(s) related to the purchase of the Capital Asset.

Availability of used buses is fairly tough at the current time which will be a factor in the decision to purchase a new bus or a bus coming off a lease. We are estimating the cost to be from \$100,000 - \$115,000.

Email Form to rhonda.wredt@nebraska.gov

FOR NDE USE ONLY:

Federal Programs Administrator Signature:

Date:

Once signed by the Federal Programs Administrator, this form will be returned as a PDF document to the District Superintendent to attach to the Capital Assets page on the GMS Application for ESSER.

<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	30305	WASTE DISPOSAL	155.00
ALBRACHT DISPOSAL SERVICE	30306	WASTE DISPOSAL	170.00
		Vendor Total:	325.00
AMAZON.COM CREDIT	436534576378	SUPPLIES	815.60
AMAZON.COM CREDIT	454667976363	SUPPLIES	67.88
AMAZON.COM CREDIT	543699576673	SUPPLIES	301.70
AMAZON.COM CREDIT	549535457887	SUPPLIES	1,531.83
AMAZON.COM CREDIT	587697494447	SUPPLIES	680.99
AMAZON.COM CREDIT	683333748865	SUPPLIES	299.90
AMAZON.COM CREDIT	759648676468	SUPPLIES	(135.00)
		Vendor Total:	3,562.90
APPLE COMPUTER, INC.	AF15297167	SUPPLIES	3,940.00
		Vendor Total:	3,940.00
ASSETGENIE, INC DBA AGIREPAIR	1567067	COMPUTER REPAIRS	159.00
		Vendor Total:	159.00
BRADY & AMY'S	54804	FUEL	10.34
BRADY & AMY'S	54805	FUEL	156.96
BRADY & AMY'S	54806	FUEL	55.64
		Vendor Total:	222.94
BSN SPORTS, LLC	913036423 - 2	SUPPLIES	3.97
BSN SPORTS, LLC	913069928	SUPPLIES	3.16
		Vendor Total:	7.13
CASCADE SCHOOL SUPPLIES	66107	SUPPLIES	59.40
CASCADE SCHOOL SUPPLIES	66192	SUPPLIES	29.89
CASCADE SCHOOL SUPPLIES	66193	SUPPLIES	40.89
		Vendor Total:	130.18
CENTRAL NEBRASKA REHAB SERVICES	0621 STMT	SERVICES	3,689.24
		Vendor Total:	3,689.24
CHOICE FOODS	0721 STMT	SUPPLIES/FUEL	207.10
		Vendor Total:	207.10
CITY OF MADISON	0621 5045001	UTILITIES	363.48
CITY OF MADISON	0621 5095001	UTILITIES	43.28
CITY OF MADISON	0621 5097002	UTILITIES	140.99
CITY OF MADISON	0721 7007001	UTILITIES	2,218.93
CITY OF MADISON	0721 7008001	UTILITIES	5,377.54
		Vendor Total:	8,144.22
COMMONWEALTH ELECTRIC COMPANY	57379	MAINTENANCE	170.63
		Vendor Total:	170.63
COMPLETE FLOORS INC	5630	MAINTENANCE	29,352.00
		Vendor Total:	29,352.00
COMPUTERS ETC	91842	SUPPLIES	61.16
COMPUTERS ETC	91843	SUPPLIES	51.60

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			Vendor Total:	112.76
CORNERSTONES OF CARE	187949	BIST SERVICES	10,000.00	
CORNERSTONES OF CARE	188034	BIST SERVICES	3,500.00	
			Vendor Total:	13,500.00
CUTTING EDGE LAWN CARE SERVICE	2064	LAWN CARE	2,000.00	
			Vendor Total:	2,000.00
DAYCARE FURNITURE DIRECT	762647431	SUPPLIES	362.90	
			Vendor Total:	362.90
DEERE CREDIT INC	2516957	LEASE	510.58	
			Vendor Total:	510.58
DHHSDPH HEALTH LICENSING	CCC8870 21-22	LICENSE RENEWAL	50.00	
			Vendor Total:	50.00
ECHO GROUP INC	S9015696.001	SUPPLIES	84.90	
ECHO GROUP INC	S9015696.002	SUPPLIES	251.40	
ECHO GROUP INC	S9026020.001	SUPPLIES	108.94	
ECHO GROUP INC	S9026020.002	SUPPLIES	372.91	
			Vendor Total:	818.15
ECOLAB PEST ELIMINATION DIVISION	4713578	PEST CONTROL	121.85	
			Vendor Total:	121.85
EDUCATIONAL SERVICE UNIT #1	SP 6490	SPED SERVICES	466.00	
			Vendor Total:	466.00
EDUCATIONAL SERVICE UNIT #7	6151617-6	TRAINING	1,714.00	
			Vendor Total:	1,714.00
EDUCATIONAL SERVICE UNIT #8	INV-007288	TRAINING	540.00	
			Vendor Total:	540.00
FIELDS HARDWARE	0621 STMT	SUPPLIES	68.93	
			Vendor Total:	68.93
FISH FREAKS	0721 STMT	SUPPLIES	568.14	
			Vendor Total:	568.14
FLOOR MAINTENANCE	Web-12587	SUPPLIES	75.05	
FLOOR MAINTENANCE	Web-12864	SUPPLIES	121.80	
			Vendor Total:	196.85
FRONTIER	0621 STMT	PHONE	744.93	
			Vendor Total:	744.93
GREATAMERICA FINANCIAL SERVICES CORPORATION	29598849	COPIER LEASE	2,233.03	
			Vendor Total:	2,233.03
HIRERIGHT LLC, INC	P1042858	TESTING	31.40	
			Vendor Total:	31.40

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
HOLIDAY INN OF KEARNEY	80550	LODGING	132.95	
			Vendor Total:	132.95
HY-VEE FOOD STORE	0621 STMT	SUPPLIES	82.10	
			Vendor Total:	82.10
ISLAND SUPPLY WELDING CO.	244717	SUPPLIES	28.80	
			Vendor Total:	28.80
J W PEPPER & SON INC	363377245	SUPPLIES	146.38	
J W PEPPER & SON INC	363393741	SUPPLIES	41.97	
J W PEPPER & SON INC	363394856	SUPPLIES	222.96	
J W PEPPER & SON INC	363411781	SUPPLIES	55.00	
			Vendor Total:	466.31
JACKSON SERVICES	4573627	SUPPLIES	70.91	
JACKSON SERVICES	4573628	SUPPLIES	53.02	
			Vendor Total:	123.93
JAMF SOFTWARE, LLC	INV198371	SUBSCRIPTION	5,500.00	
			Vendor Total:	5,500.00
KSB SCHOOL LAW	10255	LEGAL SERVICES	1,000.00	
			Vendor Total:	1,000.00
MCGRAW-HILL EDUCATION BOOK COMPANY	117896022001	SUPPLIES	461.96	
MCGRAW-HILL EDUCATION BOOK COMPANY	117896022002	SUPPLIES	79.03	
MCGRAW-HILL EDUCATION BOOK COMPANY	118056633001	SUPPLIES	469.46	
MCGRAW-HILL EDUCATION BOOK COMPANY	118056633002	SUPPLIES	469.48	
			Vendor Total:	1,479.93
MENARDS - NORFOLK	6683	SUPPLIES	149.79	
MENARDS - NORFOLK	6987	SUPPLIES	42.11	
			Vendor Total:	191.90
MPS ACTIVITY FUND	0721 REIMB	TRANSFER FUNDS	41,560.00	
			Vendor Total:	41,560.00
NAEA, NEBRASKA AG ED ASSOCIATION	0621 STMT	DUES	235.00	
			Vendor Total:	235.00
NASCO ARTS & CRAFTS	801733	SUPPLIES	41.70	
NASCO ARTS & CRAFTS	80738	SUPPLIES	7.50	
NASCO ARTS & CRAFTS	82369	SUPPLIES	15.00	
NASCO ARTS & CRAFTS	93352	SUPPLIES	46.35	
			Vendor Total:	110.55
NATIONAL ART & SCHOOL SUPPLIES INC.	9748	SUPPLIES	269.93	
			Vendor Total:	269.93
NDE EARLY CHILDHOOD TRAINING CENTER	110755	TRAINING	180.00	
			Vendor Total:	180.00
NE REGIONAL DEAF ED PROGRAM	0621 STMT	SERVICES	798.00	
			Vendor Total:	798.00

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
NEBR RURAL COMMUNITY SCHOOLS	Mem 121	MEMBERSHIP	850.00	
			Vendor Total:	850.00
NEBRASKA AQUATIC SUPPLY	102	SUPPLIES	482.12	
			Vendor Total:	482.12
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	67366	REGISTRATION	150.00	
			Vendor Total:	150.00
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	540703	SUPPLIES	31.00	
			Vendor Total:	31.00
NEBRASKA STATE FIRE MARSHAL AGENCY	88315	INSPECTION	240.00	
			Vendor Total:	240.00
NORTHEAST COMMUNITY COLLEGE	202125	TRAINING	24.00	
			Vendor Total:	24.00
NYKODYM LAWN SERVICE	772992	LAWN CARE	2,126.32	
			Vendor Total:	2,126.32
OTIS ELEVATOR COMPANY	100400405401	MAINTENANCE	751.06	
			Vendor Total:	751.06
PAPER 101	196761-00	SUPPLIES	3,007.17	
			Vendor Total:	3,007.17
PARCO SCIENTIFIC COMPANY	PU115724	SUPPLIES	50.00	
			Vendor Total:	50.00
PITNEY BOWES	1018312319	RENTAL	117.00	
			Vendor Total:	117.00
SAVVAS LEARNING COMPANY LLC	7027511279	SUPPLIES	1,712.95	
			Vendor Total:	1,712.95
SCHOOL SPECIALTY LLC	308103766108	SUPPLIES	208.46	
			Vendor Total:	208.46
SHORT STOP, THE	0721 STMT	FUEL	340.22	
			Vendor Total:	340.22
SPARKLIGHT (FORMERLY CABLE ONE)	0721 STMT	BOX RENTAL	27.02	
			Vendor Total:	27.02
STEMBOT INC	20210610N1	SUPPLIES	3,000.94	
			Vendor Total:	3,000.94
SUBCO MADISON, LLC	061421 ORDER	SUPPLIES	90.00	
			Vendor Total:	90.00
TROXELL COMMUNICATIONS	295565	SUPPLIES	32.84	
			Vendor Total:	32.84

Board Report

Unposted; Batch Description JULY 2021 GENERAL FUND INVOICES

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
UNMC - MUNROE-MEYER INSTITUTE	1840000735	CONTRACTED SERVICES	500.00	
			Vendor Total:	500.00
US BANK CARDMEMBER SERVICES	0621 STMT	SUPPLIES	5,405.41	
			Vendor Total:	5,405.41
VOLKMAN PLUMBING & HEATING	205367	MAINTENANCE	156.00	
			Vendor Total:	156.00
WALMART COMMUNITY	1636204083	SUPPLIES	191.90	
			Vendor Total:	191.90
WATER ENGINEERING INC	IN70682	WATER SERVICE	250.04	
WATER ENGINEERING INC	IN70685	WATER SERVICE	175.00	
			Vendor Total:	425.04
WEBSTAUANT STORE	64668712 - 2	SUPPLIES	224.50	
			Vendor Total:	224.50
WINSUPPLY NORFOLK NE CO	490319 00	SUPPLIES	141.56	
WINSUPPLY NORFOLK NE CO	490781 00	SUPPLIES	51.70	
			Vendor Total:	193.26
ZAHOUREK SYSTEMS INC	26422	SUPPLIES	2,476.35	
			Vendor Total:	2,476.35
			Fund Total:	148,922.82
			Checking Account Total:	148,922.82

September 2020 Board Meeting

Bond Fund:

BOK Financial \$10,049.47

Depreciation Fund:

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

QCP Fund:

Wells Fargo \$700.00

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

Special Building Fund:

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

DWB, Inc. \$42,154.51 MS Commons

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

DWB, Inc. \$960.63 Fire Sprinklers

Fakler Architects \$338.72

Mid State Engineering & Testing \$400.00

October 2020 Board Meeting

Depreciation Fund:

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

Special Building Fund:

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

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

Mid State Engineering & Testing \$1,014.00

November 2020 Board Meeting

Bond Fund:

BOK Financial \$192,760.00 General Obligation Bonds

Depreciation Fund:

DWB, Inc. \$15,162.00 MHS Bus drop, Paving

Special Building Fund:

Commonwealth Electric \$ 8,296.93 Speaker System/Backboard Lights

DWB, Inc. \$ 3,070.83 MS Commons

DWB, Inc. \$ 27,140.96 Gym and Locker Rooms

Five Points Bank \$ 728,836.17 Lease Debt Service

Mid State Engineering \$ 1,640.00

December 2020 Board Meeting

In order to fulfill the Phase 4 contract, the amounts for DWB, Inc are subject to change as there will be \$50,000 retainage and \$25,000 withheld for the gym floor issue on the contracts.

Depreciation Fund:

DWB, Inc.	\$ 15,162.00	MHS Bus drop, Paving
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Special Building Fund:

DWB, Inc.	\$ 183,908.04	Gym and Locker Room
DWB, Inc.	\$ 27,140.96	Gym and Locker Room
DWB, Inc.	\$ 86,924.02	MS Commons
DWB, Inc.	\$ 4,862.80	Fire Sprinklers
DWB, Inc.	\$ 840.67	Gym Ladder/gate/platform
Mid State Engineering	\$ 270.00	

January 2021 Board Meeting

Special Building Fund:

Fakler Architects, Inc.	\$ 169.36	Final review 12/11/2020
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February 2021 Board Meeting

Special Building Fund:

Nebraska Secretary of State	\$ 23.00	Corporation registration fee
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QCP Fund:

Wells Fargo	\$ 920.05	Interest Payment
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March 2021 Board Meeting

Bond Fund:

BOK Financial	\$ 738.80	
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April 2021 Board Meeting

No bills

May 2021 Board Meeting

Bond Fund:

BOK Financial	\$16,010.00	
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June 2021 Board Meeting

Special Building Fund:

DWB	\$75,000.00	Gym and Locker Room
Gates Construction LLC	\$3,125.00	Cement Work
Heartland Communications	\$23,040.00	Cameras at elementary school

July 2021 Board Meeting

Qualified Capital Purpose Fund:

Wells Fargo	\$43,213.05	Payment/Principal and Interest
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MADISON PUBLIC SCHOOLS
TREASURER'S REPORT

June 30, 2021

General Fund

				<u>BALANCE</u>	<i><u>Last year's balance</u></i>
Balance Forward as of	<u>May 31, 2021</u>			\$3,325,141.34	
Receipts		+	\$ 1,279,978.03		
Expenditures		-	\$ 569,714.02		
Balance as of	<u>June 30, 2021</u>			\$4,035,405.35	\$4,191,544.39
<u>Employee Benefit Fund</u>					
Balance Forward as of	<u>May 31, 2021</u>			\$16,814.39	
Receipts		+	\$ 3,388.61		
Expenditures		-	\$ 4,531.36		
Balance as of	<u>June 30, 2021</u>			\$15,671.64	\$14,444.94
<u>Petty Cash Fund</u>					
Balance Forward as of	<u>May 31, 2021</u>			\$2,370.74	
Receipts		+	\$ 1,791.63		
Expenditures		-	\$ 1,791.41		
Balance as of	<u>June 30, 2021</u>			\$2,370.96	\$2,400.89
Total Assets for General Fund				<u>\$4,053,447.95</u>	\$4,208,390.22

Depreciation Fund

Balance Forward as of	<u>May 31, 2021</u>			\$406,229.63	
Receipts		+	\$ 333.89		
Expenditures		-			
Balance as of	<u>June 30, 2021</u>			<u>\$406,563.52</u>	\$724,689.23

Bond Fund

Balance Forward as of	<u>May 31, 2021</u>			\$253,582.37	
Receipts		+	\$ 2,447.52		
Expenditures		-			
Balance as of	<u>June 30, 2021</u>			<u>\$256,029.89</u>	\$112,692.07

Qualified Capital Purpose Fund

Balance Forward as of	<u>May 31, 2021</u>			\$565,684.27	
Receipts		+	\$ 16,491.94		
Expenditures		-			
Balance as of	<u>June 30, 2021</u>			<u>\$582,176.21</u>	\$532,684.56

Special Building Fund

Balance Forward as of	<u>May 31, 2021</u>			\$1,279,137.84	
Receipts		+	\$ 181,874.64		
Expenditures		-	\$ 101,165.00		
Balance as of	<u>June 30, 2021</u>			<u>\$1,359,847.48</u>	\$2,178,760.53

Investment Checking

Balance Forward as of	<u>May 31, 2021</u>			\$327,865.11	
Receipts		+	\$ 269.48		
Expenditures		-	\$ -		
Balance as of	<u>June 30, 2021</u>			<u>\$328,134.59</u>	\$324,875.42

General Fund Receipts				
LINE #	DESCRIPTION	BUDGET	CURRENT RECEIPTS	
	TOTAL LOCAL	\$5,677,613	\$5,994,061	
	TOTAL STATE AID	\$662,273	\$73,268	
	TOTAL FEDERAL	\$414,249	\$1,416,745	
1800	Community Service		\$26,601	
1920	Grants/Donations		\$15,000	
1925	Categorical Grants		\$39,972	
2210	ESU Receipts		\$36,822	
3120	SPED Reimbursement		\$316,871	
3125	SPED Reimbursement - Transportation		\$7,748	
3155	Textbook Loan		\$6,390	
3400	State Apportionment		\$77,324	
3500	Education Quest		\$200	
3512	Distance Learning		\$1,930	
3535	High Ability Learners		\$5,612	
3990	State Grants/Other State Receipts		\$39,681	
4105	Erate			
4212	Title IA Support for Improvement		\$70,754	
4505	Title I		\$121,952	
4506	Title I Part A			
4507	SIG Middle School		\$160,465	
4508	Title ID Delinquent Ed.		\$70,882	
4509	Title IIA, Educator Quality		\$10,652	
4510	Title IV Part A			
4512	IDEA Base			
4516	IDEA Base P/S		\$1,124	
4518	IDEA Enrollment Poverty		\$98,113	
4521	Idea Prop Share		\$19,362	
4525	Perkins			
4526	Title IC Migrant Education		\$43,583	
4531	21st Century ASP		\$83,516	
4310	REAP			
4708	Medicaid in Public Schools		\$3,743	
4709	Neb-Mac Funds		\$10,364	
4969	ESSA Title IV		\$4,042	
4996	ESSERF		\$122,934	
5301	Insurance Adjustments		\$9,293	
5400	NON-REVENUE SOURCES (SOP)		\$11,814	
6212	Title Support for Improvements			
BUDGET OF EXPENDITURES				
			ESTIMATED	
		CURRENT	CURRENT	%
		BUDGET	SPENDING	Remaining
1100	REGULAR EDUCATION	\$4,483,000.00	\$ 3,131,806.58	30%
1200	SPECIAL EDUCATION	\$830,000	\$ 594,954.78	28%
2100/2150	SUPPORT SERVICES - PUPILS	\$390,000	\$ 473,978.08	-22%
2200	SUPPORT SERVICES - STAFF	\$180,000	\$ 132,048.58	27%
2310	BOARD OF EDUCATION	\$68,000	\$ 21,843.31	68%
2320	EXECUTIVE ADMINISTRATION	\$205,000	\$ 168,327.15	18%
2330	DISTRICT LEGAL SERVICES	\$25,000	\$ 11,799.78	53%
2410	OFFICE OF THE PRINCIPAL	\$515,000	\$ 287,180.64	44%
2510	GENERAL ADMINISTRATION/BS	\$300,000	\$ 150,254.75	50%
2610	MAIN. & OPERATION OF BLDS.	\$1,046,000	\$ 502,609.60	52%
2710	REGULAR TRANSPORTATION	\$128,000	\$ 67,081.75	48%
2712	SCHOOL AGE SPED TRAN.	\$20,000	\$ 10,558.10	47%
2730	Vehicle Serv/Maintenance	\$50,000	\$ 31,939.97	36%
3155	Textbook Loan	\$5,000	\$0	100%
3300	Community Services	\$50,000	\$ 82,676.89	-65%
3400	Private/Categorical Grants		\$ 93,087.38	
3535	HIGH ABILITY LEARNERS	\$5,000	\$ 4,789.10	4%
3551/3599	State Programs	\$85,000	\$ 8,488.61	90%
6000	FEDERAL PROGRAMS	\$900,000	\$ 884,554.76	2%
8000	TRANSFER TO DEPRECIATION	\$0		
8000	TRANSFER TO ATHLETICS/LUNCH	\$0	\$ 15,000.00	
8000	TRANSFER TO OTHERS	\$41,570		100%
9000	Misc. Non-Programmed	\$5,000		
	BUDGET GROWTH	\$200,000.00		100%
	TOTAL BUDGET	\$9,531,570	\$ 6,672,979.81	30%

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly
HS Principal
Reid Ehrisman
MS Principal/EL

Karla Kush
Elementary Principal

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

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

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

Superintendent Report July 2021

- **After School Grant Extension**

An application to extend the After School Program grant was submitted to the Nebraska Department of Education. I'm pleased to inform you that application has been approved. Although it has been difficult to staff this program I believe it does help support our students and parents.

- **Wellscapes Program**

Mrs. Kush and Mr. Kaps during April and May met with representatives from UNMC to discuss a program that will allow our Elementary to receive \$6,000 if we have students participate in physical Education testing in grades K-5. Parents permission will be needed for the students to be involved.

This opportunity will allow Mr. Kaps to add to his Physical Education supplies without adding more to his annual budget.

- **I was contacted by the Local Health department that they are requesting that schools test for lead in the drinking water.**

I have requested 6 tests total to get a baseline to see if we have issues. This is paid for with grant funds so you cost to the district unless we have issues.

- **reVISION Action Grant**

It was great news to hear that Madison Public schools was awarded the reVISION Grant to help upgrade our industrial technology classroom. The Action Grant award total is \$32,962 pending formal approval from the Nebraska Board of Education in August.

The district will be notified in August how to place the funds in the Grant management system. All funds are to be expended by June 30-2022. Grant Funds will help purchase shop equipment including four new welders and welding booths and tables. A Big thank you needs to go out for our team for putting in the extra time to receive these grants funds.

- **Summer Projects**

- North wing stair treads - On order, Brandon will install when they arrive.
- Add sink in infant room - Brandon is planning to pick up a 60 inch cabinet and counter top and sink and Volkman will be asked to do the plumbing work
- Hard surface area in Childcare room - Complete floors will be out in Mid July to complete the project. We are adding a small area under the new sink in the infant room as well.
- Adding a sink- In the bathroom off the childcare room we only have one sink so match the number of stools it has been suggested that we add a second sink. We will be working on this.



CONDITIONAL



EMC Insurance Companies
PO Box 2070
Omaha, NE 68103-2070
www.emcins.com

MADISON SCHOOL DISTRICT NO. 1

PO BOX 450
MADISON, NE 68748-0450

08/22/2021 to 08/22/2022

Prepared on 06/23/2021

Quote Valid Through 08/22/2021

Account Summary

Quote Account Number: X415421

Option 003

Prior Account Number: 8X76287

Commercial Property (A-04)		\$	59,725.00
General Liability (Occurrence) (D-04)		\$\$	6,001.00
Linebacker - Claims Made (K-04)		\$	3,678.00
CyberSolutions (Q-01)		\$	444.00
Data Compromise and Identity Recovery Premium	258.00		
Cyber Premium	186.00		
Govt Crime/Fidelity ISO Package (F-03)		\$	964.00
Commercial Inland Marine (C-06)		\$\$	3,032.00
Business Auto (E-06)		\$\$\$	16,017.00
Commercial Umbrella (J-08)		\$	4,760.00
Total Account Premium Estimate		\$	94,621.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Town & Country Insurance
PO Box 159
Pierce, NE 68767-0159
402-329-4991

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

CONDITIONAL



EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

BLANKET COVERAGE APPLIES ONLY AS INDICATED BY AN ENTRY BELOW:

Blanket: 001 Buildings At Locs: 006
 Combined Building(s) and Personal Property at Locs: 002, 004, 005
 Combined Building(s) and Property in the Open at Locs: 003
 Combined Building(s), Personal Property and Property in the Open at Locs: 001

Blanket Limit of Insurance: \$ 35,927,090 Coinsurance: 90%

Loc 001 700 S KENT ST
 MADISON, NE
 68748-6279

For Inspection Contact: ALLEN EHLERS (402)454-3336

Location Number 001
 Building Number 001

Description: 2 STORY MASON NON-COM BLDG IN PROTECTION CLASS 04
 Occupancy: JR. & SR. HIGH SCHOOL

Deductible Per Occurrence: \$5,000 On All Covered Causes of Loss

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Agreed Value Limitation on Coverage for Roof Surfacing
YOUR BUSINESS PERSONAL PROPERTY	Special	001		Replacement Cost Agreed Value

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

STATEMENT OF VALUES

Construction/Occupancy	Coverage	100% Values	Value Type

Loc No: 001	700 S KENT ST MADISON, NE 68748-6279		
Building Number 001			
2 STORY MASON NON-COM BLDG	BUILDING	\$ 21,000,000	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 3,843,000	RC
JR. & SR. HIGH SCHOOL	PROPERTY		

Building Number 002			
1 STORY BLDG	PROPERTY IN THE OPEN -	\$ 105,000	RC
IN PROTECTION CLASS 04	OUTSIDE LIGHTS, FLAG POLE		
LIGHTS, FLAG POLE, RETAINING	RAILING & RETAINING WALL		
WALL, ELECTRIC DISPLAY SIGN	PROPERTY IN THE OPEN -	\$ 45,400	RC
W/LIGHTED BILLBOARD	ELECTRIC DISPLAY SIGN W/		
	LIGHTED BILLBOARD		

Loc No: 002	405 E 8TH ST MADISON, NE 68748-6319		
Building Number 001			
1 STORY NON-COMBUST BLDG	BUILDING	\$ 7,118,400	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 1,779,600	RC
ELEMENTARY SCHOOL	PROPERTY		

Building Number 002			
1 STORY FRAME BLDG	BUILDING	\$ 9,000	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 2,390	RC
STORAGE	PROPERTY		

Building Number 003			
1 STORY FRAME BLDG	BUILDING	\$ 1,014,100	RC
IN PROTECTION CLASS 04			
GYM/ PE AREA/ RESTROOMS/			
MECHANICAL/ CONCESSION			

Building Number 004			
1 STORY NON-COMBUST BLDG	BUILDING	\$ 115,800	RC
IN PROTECTION CLASS 04			
MODULAR CLASSROOM - 2004			
CHAMPION			

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL

EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

S T A T E M E N T O F V A L U E S

Loc No: 003 802 E 8TH ST
 MADISON, NE 68748-6256

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	164,900	RC
IN PROTECTION CLASS 04	CHAIN LINK FENCE			
CHAIN LINK FENCE, WATER/POWER	PROPERTY IN THE OPEN -	\$	8,500	RC
SHED, LIGHTS & POLES AT	WATER/POWER SHED INCL ALL			
FOOTBALL FIELD, SCOREBOARD,	WATER & ELECT. CONTROLS			
TRACK, BILLBOARD & BLEACHERS	PROPERTY IN THE OPEN -	\$	68,100	RC
	OUTSIDE LIGHTS & POLES AT			
	FOOTBALL FIELD			
	PROPERTY IN THE OPEN -	\$	8,100	RC
	SCOREBOARD			
	PROPERTY IN THE OPEN -	\$	91,700	RC
	RUBBERIZED TRACK AROUND			
	FOOTBALL FIELD			
	PROPERTY IN THE OPEN -	\$	18,500	RC
	DOUBLE FACED BILLBOARD			
	PROPERTY IN THE OPEN -	\$	104,700	RC
	BLEACHERS			

Building Number 002

1 STORY FRAME BLDG	BUILDING	\$	23,000	RC
IN PROTECTION CLASS 04				
ANNOUNCER'S STAND				

Building Number 003

1 STORY FRAME BLDG	BUILDING	\$	4,500	RC
IN PROTECTION CLASS 04				
STORAGE SHED				

Loc No: 004 W 5TH ST AT S MAIN ST
 MADISON, NE 68748

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	78,800	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$	20,000	RC
CONCESSION STAND/STORAGE	PROPERTY			

Loc No: 005 402 N 7TH ST
 MADISON, NE 68748

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	162,900	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$	40,700	RC
CLASSROOM	PROPERTY			

AS QUOTED ON: 06/18/21 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

S T A T E M E N T O F V A L U E S

Loc No: 006 404 W 7TH ST
MADISON, NE 68748-6612

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$ 100,000	RC
IN PROTECTION CLASS 04			
GREENHOUSE			

TOTAL BUILDING	\$ 29,626,500	RC
TOTAL PERSONAL PROPERTY	\$ 5,685,690	RC
TOTAL PROPERTY IN THE OPEN	\$ 614,900	RC

COMBINED TOTAL \$ 35,927,090

1. Values shown must be 100% actual cash value or replacement cost and should reflect coverage basis for each item of buildings, personal property or both.
2. Value shall be submitted to insurance company, subject to its acceptance.
3. Nothing contained in these instructions shall be construed as changing in any manner the conditions of this policy.
4. The company may require this statement of values to be signed by the insured or in the case of firms, by a partner or an officer.

All values submitted are correct to the best of my knowledge and belief.

SIGNED: _____

TITLE: _____

DATE: _____

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: D415421-04

QUOTATION - GENERAL LIABILITY

QUOTATION IS VALID: FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

PREPARED FOR:

PRESENTED BY:

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$ 1,000,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$ 10,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

COVERAGES PROVIDED

PREMIUM

OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 6,001.00

TOTAL ESTIMATED POLICY PREMIUM \$ 6,001.00

AUDIT PERIOD: ANNUAL

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: D415421-04

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

GENERAL LIABILITY POLICY
QUOTE

ENDORSEMENT SCHEDULE

Table with columns: FORM, EDITION DATE, DESCRIPTION/ADDITIONAL INFORMATION, PREMIUM. Lists various insurance forms and their associated dates and descriptions, including items like 'COMMERCIAL GEN LIABILITY COV FORM', 'EXCL-ACCESS/DISCL OF CONFID/PERSONAL', and 'EMPLOYEE BENEFITS LIABILITY COVERAGE'.

AS QUOTED ON: 06/21/21



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
LOCATION 001 44194 GRANDSTANDS OR BLEACHERS (2) (4) PREMIUM BASIS: EACH EXPOSURE: 1 (SUBLINE /334)			171.188	\$ 171
47469 SCHOOLS - FACULTY LIABILITY FOR CORPORAL PUNISHMENT OF PUPILS (4) PREMIUM BASIS: P/FACULTY EXPOSURE: 69 (SUBLINE /334)			6.837	\$ 472
47473 SCHOOLS - PUBLIC - HIGH (4) PREMIUM BASIS: PER PUPIL EXPOSURE: 170 (SUBLINE /334)			6.848	\$ 1,164
87500 EMPLOYEE BENEFITS LIABILITY COVERAGE PREMIUM BASIS: PER EMP EXPOSURE: 107 (SUBLINE /EBL) \$ 1000 DEDUCTIBLE APPLIES EACH EMPLOYEE			123.970	\$ 124
87698 ADDITIONAL INSURED - CLUBS OR ORGANIZATIONS CG7190 PREMIUM BASIS: EACH EXPOSURE: 1 (SUBLINE /334)				\$ 0
ADDITIONAL INTEREST (1-334) JR. SR. POST PROM COMMITTEE				75

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE
(CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS	ALL OTHER
	RATE ADVANCE PREM	RATE ADVANCE PREM
87711 DAMAGE TO PREMISES RENTED TO YOU LIMITS PREMIUM BASIS: FLAT CHARG EXPOSURE: 1 (SUBLINE /334)		\$ 400
87777 ABUSE OR MOLESTATION LIABILITY PREMIUM BASIS: PER PUPIL EXPOSURE: 636 (SUBLINE /334)		\$ 500
87818 SCHOOLS - VIOLENT EVENT RESPONSE COVERAGE PREMIUM BASIS: PER PUPIL EXPOSURE: 636 (SUBLINE /334)		\$ 300
LOCATION 002 47471 SCHOOLS - PUBLIC - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH (4) PREMIUM BASIS: PER PUPIL EXPOSURE: 466 (SUBLINE /334)		5.246 \$ 2,445
49451 VACANT LAND (1) (4) PREMIUM BASIS: EACH ACRE EXPOSURE: 1 (SUBLINE /334)		1.616 \$ 2

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE
(CONTINUED)

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ELITE EXTENSION	!	!\$ 300
	PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$	48.00
	TOTAL ESTIMATED POLICY PREMIUM \$	6001.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 700 S KENT ST
MADISON, NE 68748-6279

LOC 002 405 E 8TH ST
MADISON, NE 68748-6319

ALL OTHER LOCATIONS:

300 W 10TH ST
MADISON, NE 68748-6330

404 W 7TH ST
MADISON, NE 68748-6612

406 E 9TH ST
MADISON, NE. 68748 (PARKING LOT ELEM. SCH)

BLK 48 CLARK AND MADISON MILL CO'S ADDN
OLD COURT HOUSE LOT

LOTS 1 & 4, BLK 50, CLARK & MADISON MILL COMPANY'S
ADDN TO THE CITY OF MADISON, MADISON CO., NE (BUS)

S2 NE4 5-21-1 MADISON COUNTY
FOOTBALL COMPLEX

AS QUOTED ON: 06/21/21 BPP

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K415421-04

Q U O T A T I O N - L I N E B A C K E R

QUOTATION IS VALID FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R :

P R E S E N T E D B Y :

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:
THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR
BEFORE THE RETROACTIVE DATE SHOWN BELOW.

RETROACTIVE DATE: 08/22/87
AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: (1 YEARS)

L I M I T S O F L I A B I L I T Y

Table with 2 columns: Description and Amount. Rows include EACH LOSS (\$1,000,000), AGGREGATE FOR EACH POLICY TERM (\$1,000,000), and INSURED'S DEDUCTIBLE EACH CLAIM (\$1,000).

TOTAL ADVANCE PREMIUM \$ 3,678.00

COVERAGE IS PROVIDED FOR BOARD AND ALL EMPLOYEES

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)
A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K415421-04

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

L I N E B A C K E R P O L I C Y
Q U O T E

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CL7001	01-21	LNBKR PUBLIC/EPLI COVERAGE FORM	
CL7110	01-18	NUCLEAR ENERGY LIABILITY EXCLUSION	
CL7124	01-18	AI DESIGNATED PERSON/ENTITY SCHEDULE: SCHOOL DIST. 97 MADISON COUNTY 9K4-87-47 RETRO: 12-15-87 MADISON SCHOOL DIST. 48 8K8-45-20 RETRO: 11-16-98	
*CL7128	05-20	TORT LIABILITY ENDORSEMENT	
CL7153	01-18	EXCL-FUNGI OR BACTERIA	
CL7156	01-18	CAP ON LOSSES CERT ACTS OF TERRORISM	
CL7161	01-18	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CL7181	01-18	LIMITED LAW ENFORCEMENT EXTENSION	
CL7202	10-15	DATA COMPROMISE & CYBER LIAB EXCL	
CL8322	10-15	ADVISORY NOTICE TO POLICYHOLDERS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
IL7040	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7149	01-08	COMMON POLICY CONDITIONS	
IL7326	01-18	CALCULATION OF PREMIUM	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 36
IL8384A	01-08	TERRORISM NOTICE	

AS QUOTED ON: 06/21/21



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: Q415421-01

QUOTATION - CYBERSOLUTIONS

QUOTATION IS VALID: FROM 06/02/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

PREPARED FOR: MADISON SCHOOL DISTRICT NO. 1
PRESENTED BY: TOWN & COUNTRY INSURANCE

AGENCY BILL AGENCY: AB 7144
AGENT PHONE: (402)329-4991
INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

* THIS POLICY INCLUDES DEFENSE EXPENSES *
* WITHIN THE LIMITS OF LIABILITY *
* PLEASE READ CAREFULLY *

LIMITS OF LIABILITY

Table with 3 columns: Coverage Description, Amount, and Frequency. Includes rows for Data Compromise Coverage, Identity Recovery Coverage, Cyber Coverage, and Network Security Defense.

AS QUOTED ON: 06/03/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: Q415421-22
EXP DATE: 08/22/22

ELECTRONIC MEDIA LIABILITY	\$	50,000	ANNUAL AGGREGATE
DEDUCTIBLE	\$	1,000	
DATA COMPROMISE AND IDENTITY RECOVERY PREMIUM	\$		258.00
CYBER PREMIUM	\$		186.00

TOTAL POLICY PREMIUM	\$		444.00

AS QUOTED ON: 06/03/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: F415421-03

GOVERNMENT CRIME QUOTATION

QUOTATION IS VALID: FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

PREPARED FOR: PRESENTED BY:

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT

BUSINESS DESC: SCHOOL DISTRICT

COVERAGE IS WRITTEN: PRIMARY

SEE ATTACHED SCHEDULE FOR DESCRIPTION OF LOCATIONS,
LIMITS, AND DEDUCTIBLES.

Table with 2 columns: COVERAGES PROVIDED and PREMIUM. Rows include EMPLOYEE THEFT - BLANKET (PER LOSS) \$ 902.00, INSIDE THE PREMISES - THEFT OF MONEY & SECURITIES \$ 55.00, OUTSIDE THE PREMISES \$ 7.00, and TOTAL POLICY PREMIUM \$ 964.00.

AS QUOTED ON: 06/21/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: F415421-03
EXP DATE: 08/22/22

G O V E R N M E N T C R I M E S C H E D U L E

D E S C R I P T I O N	D E D (PER OCCURRENCE)	L I M I T (PER OCCURRENCE)
EMPLOYEE THEFT - BLANKET (PER LOSS)	\$ 2,500	\$ 250,000
INSIDE THE PREMISES - THEFT OF MONEY & SECURITIES	\$ 0	\$ 5,000
OUTSIDE THE PREMISES	\$ 0	\$ 5,000

AS QUOTED ON: 06/21/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: C415421-06

Q U O T A T I O N - C O M M E R C I A L I N L A N D M A R I N E

QUOTATION IS VALID: FROM 06/23/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R : P R E S E N T E D B Y :
MADISON SCHOOL DISTRICT NO. 1 TOWN & COUNTRY INSURANCE
PO BOX 450 PO BOX 159
MADISON NE 68748-0450 PIERCE NE 68767-0159

AGENCY BILL AGENT: AB 7144
AGENT PHONE: (402)329-4991
INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

SEE ATTACHED SCHEDULE FOR LIMITS AND DESCRIPTION OF COVERAGES

Table with 2 columns: COVERAGES HEADINGS and PREMIUM. Rows include COMMERCIAL ARTICLES, CONTRACTORS EQUIPMENT, ELECTRONIC DATA PROCESSING, SCHEDULED PROPERTY FLOATER, and TOTAL INLAND MARINE PREMIUM.

A DEDUCTIBLE MAY APPLY FOR THE COVERAGE PROVIDED. IN THE EVENT A LOSS (OTHER THAN EARTHQUAKE) INVOLVES COVERED PROPERTY AT MORE THAN ONE LOCATION OR IN MORE THAN ONE CLASS, ONLY ONE DEDUCTIBLE, THE LARGEST DEDUCTIBLE SHOWN ON THE SCHEDULE FOR THE LOCATION OR CLASSES INVOLVED IN THE LOSS, WILL APPLY PER OCCURRENCE.

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

P O L I C Y W I D E C O V E R A G E S

CLASS/ITEM	DESCRIPTION	*SPEC INTEREST	LIMITS
------------	-------------	----------------	--------

CONTRACTORS EQUIPMENT

801 CONTRACTORS EQUIPMENT

\$ 250 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS
80% COINSURANCE

\$ 52,800 CATASTROPHE LIMIT - THE MOST "WE" PAY FOR LOSS IN ANY ONE OCCURRENCE

COVERAGE EXTENSIONS

ADDITIONAL DEBRIS REMOVAL EXPENSES \$ 5,000

SUPPLEMENTAL COVERAGES

EMPLOYEE TOOLS (ACTUAL CASH VALUE) \$ 5,000

NEWLY PURCHASED EQUIPMENT
PERCENTAGE OF CATASTROPHE LIMIT 30%

POLLUTANT CLEANUP AND REMOVAL \$ 25,000

RENTAL REIMBURSEMENT LIMIT \$ 5,000

WAITING PERIOD 72 HRS

SPARE PARTS AND FUEL \$ 5,000

ACTUAL CASH VALUE

MFG: KUBOTA

001 RIDING LAWN MOWER W/ATTACHMENTS \$ 2,500

ACTUAL CASH VALUE

MFG: FORD

MODEL: 1900 SERIAL NUMBER: U-911628

002 TRACTOR AND DUAL 105 LOADER \$ 5,000

ACTUAL CASH VALUE

YEAR: 2014 MFG: GRASSHOPPER

MODEL: 729T6 SERIAL NUMBER: 6419421

003 LAWN MOWER \$ 7,800

ACTUAL CASH VALUE

MFG: JOHN DEERE

MODEL: 320G

004 SKID STEER \$ 37,500

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

PREMIUM \$ 651

835 CONTRACTORS EQUIPMENT - TOOLS
LIMITS OF INSURANCE

YOUR TOOLS--THE MOST "WE" PAY FOR LOSS TO ANY ONE "TOOL" IS: \$ 500

YOUR TOOLS--THE MOST "WE" PAY IN ANY ONE OCCURRENCE FOR LOSS TO "YOUR" "TOOLS" IS: \$ 4,000

ACTUAL CASH VALUE

DEDUCTIBLE \$ 250

ANNUAL PREMIUM \$ 66

SMALL TOOLS INCLUDE MISCELLANEOUS EQUIPMENT

840 CONTR. EQUIP. - LEASED OR RENTED FROM OTHERS
LIMITS OF INSURANCE

THE MOST "WE" PAY FOR LOSS TO ANY ONE ITEM \$ 25,000

THE MOST "WE" PAY FOR LOSS IN ANY ONE OCCURRENCE \$ 25,000

ACTUAL CASH VALUE

DEDUCTIBLE \$ 250

NON-REPORTING FORM PREMIUM \$ 25

ELECTRONIC DATA PROCESSING

863 ELECTRONIC DATA PROCESSING - BLANKET LIMITS

\$ 500 DEDUCTIBLE APPLIES TO ALL COVERED PERILS
UNLESS A DIFFERENT DEDUCTIBLE IS INDICATED BELOW
\$ 5,000 DEDUCTIBLE - EARTHQUAKE AND VOLCANIC ERUPTION
NOT COVERED DEDUCTIBLE - "FLOOD"
\$ 500 DEDUCTIBLE - "MECHANICAL BREAKDOWN", "ELECTRICAL
DISTURBANCE" AND "POWER SUPPLY DISTURBANCE"

AS QUOTED ON: 06/23/21

(BPP)

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

COINSURANCE WAIVED-"hardware", "media", & "programs and applications"
COINSURANCE WAIVED-"data records" and "proprietary programs"
COINSURANCE WAIVED- INCOME COVERAGE

\$ 954,412 EARTHQUAKE "AGGREGATE" LIMIT
\$ 954,412 EARTHQUAKE "OCCURRENCE" LIMIT
\$ 954,412 EARTHQUAKE "CATASTROPHE" LIMIT
NOT COVERED FLOOD "AGGREGATE" LIMIT
NOT COVERED FLOOD "OCCURRENCE" LIMIT
NOT COVERED FLOOD "CATASTROPHE" LIMIT
\$ 954,412 SEWER BACKUP "AGGREGATE" LIMIT
\$ 954,412 SEWER BACKUP "OCCURRENCE" LIMIT
\$ 954,412 SEWER BACKUP "CATASTROPHE" LIMIT

COVERAGE LIMITS

\$ 954,412 CATASTROPHE LIMIT- THE MOST "WE" PAY FOR ANY COMBINATION
OF OR TOTAL OF LOSSES ARISING UNDER ONE OR MORE
COVERAGES IN ANY ONE OCCURRENCE

EQUIPMENT LIMITS

\$ 939,412 EQUIPMENT LIMITS - EQUIPMENT
INCLUDED HARDWARE - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION
INCLUDED PROTECTION AND CONTROL SYSTEMS - THE MOST "WE" PAY FOR
LOSS AT ANY ONE LOCATION
INCLUDED TELECOMMUNICATIONS EQUIPMENT - THE MOST "WE" PAY FOR
LOSS AT ANY ONE LOCATION
INCLUDED REPRODUCTION EQUIPMENT - THE MOST "WE" PAY FOR LOSS AT
ANY ONE LOCATION

SOFTWARE LIMITS

\$ 7,500 SOFTWARE LIMITS - SOFTWARE
INCLUDED DATA RECORDS - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION
INCLUDED PROPRIETARY PROGRAMS - THE MOST "WE" PAY FOR LOSS AT ANY
ONE LOCATION
INCLUDED PROGRAMS AND APPLICATIONS - THE MOST "WE" PAY FOR LOSS
AT ANY ONE LOCATION
INCLUDED MEDIA - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION

INCOME COVERAGE - (Extra Expense ONLY)

\$ 7,500 INCOME COVERAGE - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$	25,000
ELECTRICAL AND POWER SUPPLY DISTURBANCE		COVERED
Emergency Removal (Number of DAYS)		365
Emergency Removal Expenses	\$	5,000
Fraud and Deceit	\$	5,000
MECHANICAL BREAKDOWN COVERAGE		COVERED

SUPPLEMENTAL COVERAGES

Acquired Locations	\$	500,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
FOREIGN TRANSIT AND LOCATION COVERAGE	\$	5,000
Incompatible Hardware and Media	\$	10,000
NEWLY PURCHASED OR LEASED HARDWARE	\$	500,000
Off-Site Computers	\$	10,000
Pollutant Cleanup and Removal	\$	15,000
Property in Transit	\$	15,000
RECHARGE OF FIRE EXTINGUISHING EQUIPMENT	\$	15,000
Sewer Backup		COVERED
REWARDS	\$	5,000
Software Storage	\$	50,000
Virus and Hacking		
Limit any one occurrence	\$	50,000
Limit each separate 12 month period	\$	150,000

INCOME COVERAGE EXTENSIONS

Interruption by civil authority (DAYS)	30
Period of loss extension (DAYS)	30

SUPPLEMENTAL INCOME COVERAGES

Acquired Locations	\$	50,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
Property in Transit	\$	10,000
Sewer Backup		COVERED
UTILITY SERVICE INTERRUPTION	\$	25,000
OVERHEAD TRANSMISSION LINES		INCLUDED
Waiting Period (HOURS)		24
Virus and Hacking		
Limit any one occurrence	\$	25,000
Limit each separate 12 month period	\$	75,000
Waiting Period (HOURS)		24

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

PREMIUM \$ 1,561
SPECIAL INTEREST 02 APPLIES TO THIS CLASS

LOCATION: 001 700 S KENT ST
MADISON, NE 68748-6279

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
-------	-------------	-------------------	--------

COMMERCIAL ARTICLES

191	CAMERAS - EXCLUDING MOTION PICTURE PRODUCERS		
	\$ 500 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS		
001	VIDEO RECORDER MDL. V1100 S/N 8287480 W/CAMERA MDL. PK200 & VIEWFINDER S/N L8WA12244	\$	900
002	RCA VCR 731417047 MOD VPT390 CAMERA 730640762 MOD CPR300	\$	1,700
	PREMIUM	\$	7

LOCATION: 002 700 S KENT ST
MADISON, NE 68748-6279

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
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SCHEDULED PROPERTY FLOATER

798	SCHEDULED PROPERTY FLOATER		
	80% COINSURANCE		
	COVERAGE EXTENSIONS		
	ADDITIONAL DEBRIS REMOVAL EXPENSES	\$	5,000
	SUPPLEMENTAL COVERAGES		
	POLLUTANT CLEANUP AND REMOVAL	\$	10,000
	\$ 250 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS		
	ACTUAL CASH VALUE		
001	SPORTS EQUIPMENT	\$	35,934
	PROPERTY IN TRANSIT OR OFF PREMISES	\$	35,934

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY

QUOTE NUMBER: E415421-06

Q U O T A T I O N - B U S I N E S S A U T O P O L I C Y

QUOTATION IS VALID: FROM 06/23/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R

P R E S E N T E D B Y

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: HB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

Table with columns: COVERAGES, COV AUTOS, LIMITS/DEDUCTIBLES, PREMIUM. Rows include Covered Autos Liability, Auto Medical Payments, Uninsured and Underinsured Motorists, Physical Damage Coverage (Comprehensive, Collision), Hired or Borrowed Auto, Non-Ownership Liability, and Estimated Total Policy Premium.

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY

QUOTE NUMBER: E415421-06

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

COMMERCIAL AUTO POLICY
QUOTE

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ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 23
CA0156	11-13	NEBRASKA CHANGES	
CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
CA0445	10-13	GOLF CARTS AND LOW-SPEED VEHICLES	
CA2015	10-13	MOBILE EQUIPMENT	
CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7201	11-15	STATED AMOUNT INSURANCE	
CA7209.1	07-97	POLITICAL SUBDIVSNS TORT CLAIMS - NE	
CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
CA7313	11-15	PREJUDGMENT INTEREST	
*CA7317	01-21	COMMERCIAL AUTO ESSENTIAL EXT SCHOOL	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8336	11-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8338	07-20	ADVISORY NOTICE TO POLICYHOLDERS	
CA9928	10-13	STATED AMOUNT INSURANCE DESCRIPTION OF COVERED AUTO/COVERAGE LIMIT OF INSURANCE	
CA9933	10-13	EMPLOYEES AS INSUREDS	
CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

AS QUOTED ON: 06/23/21



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

LOC: 001 700 S KENT ST
MADISON NE. 68748-6279

VEH NO 1	TERR: 110								
2004 IC CORP BUS	CE200			ID NO	4DRBRABM34B965557.				
ADDITIONAL INFORMATION:									
COST NEW:	73600	RADIUS:	LOCAL	USE:	NA				
AGE:	LIAB-x	PHYS-x							
SCHOOL BUS-PUBLIC		CLASS:	6183						
COVERED AUTOS LIABILITY						.\$		583.00	
AUTO MEDICAL PAYMENTS								29.00	
UNINSURED MOTORISTS								INCLUDED	
UNDERINSURED MOTORISTS								INCLUDED	
COMPREHENSIVE	78100			500 DED				131.00	
STATED AMOUNT	-	SEE FORM	CA7201						
COLLISION	78100			500 DED				399.00	
STATED AMOUNT	-	SEE FORM	CA7201						
				TOTAL VEHICLE PREMIUM		.\$		1,191.00	

VEH NO 2	TERR: 110								
1976 GREAT DANE	SEMI	TRAILER		ID NO	77029				
ADDITIONAL INFORMATION:									
COST NEW:	11344	RADIUS:	LOCAL	USE:	NA				
AGE:	LIAB-Z	PHYS-							
SEMI-TRAILER		CLASS:	67499						
COVERED AUTOS LIABILITY						.\$		53.00	
				TOTAL VEHICLE PREMIUM		.\$		53.00	

VEH NO 3	TERR: 110								
2005 TN TRAILER	T18TA2			ID NO	5JXCT182355189342.				
ADDITIONAL INFORMATION:									
COST NEW:	4648	RADIUS:	LOCAL	USE:	NA				
AGE:	LIAB-L	PHYS-L							
TRAILER		CLASS:	68499						
COVERED AUTOS LIABILITY						.\$		28.00	
COMPREHENSIVE	ACV			500 DED				76.00	
COLLISION	ACV			500 DED				80.00	
				TOTAL VEHICLE PREMIUM		.\$		184.00	

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 4 TERR: 110
 2006 CHEV 1500 SILVERADO ID NO 1GCEK14V66E290185.
 ADDITIONAL INFORMATION:
 COST NEW: 21355 RADIUS: LOCAL USE: SERVICE .
 AGE: LIAB-K PHYS-K .
 LIGHT TRUCK CLASS: 01499 .
 COVERED AUTOS LIABILITY . \$ 353.00
 AUTO MEDICAL PAYMENTS . 3.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 167.00
 COLLISION ACV 500 DED . 104.00
 TOTAL VEHICLE PREMIUM . \$ 676.00

VEH NO 5 TERR: 110
 2007 FORD E350 WAGON ID NO 1FBNE31L97DB06018.
 ADDITIONAL INFORMATION:
 COST NEW: 28350 RADIUS: LOCAL USE: NA .
 AGE: LIAB-x PHYS-x .
 SCHOOL BUS-PUBLIC CLASS: 6182 .
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 6 TERR: 110
 2009 J & H UTILITY TRAILER ID NO 5E5US12109L001579.
 ADDITIONAL INFORMATION:
 COST NEW: 1300 RADIUS: LOCAL USE: NA .
 AGE: LIAB-H PHYS-H .
 TRAILER CLASS: 68499 .
 COVERED AUTOS LIABILITY . \$ 19.00
 COMPREHENSIVE ACV 500 DED . 76.00
 COLLISION ACV 500 DED . 80.00
 TOTAL VEHICLE PREMIUM . \$ 175.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 7 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL5ADA86193.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 8 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL7ADA85997.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 9 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL6ADA77857.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 10 TERR: 110
 2012 FORD EXPEDITION EL ID NO 1FMJK1J51CEF12450.
 ADDITIONAL INFORMATION:
 COST NEW: 52105 RADIUS: LOCAL USE: NA
 AGE: LIAB-e PHYS-e
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 160.00
 COLLISION ACV 500 DED . 153.00
 TOTAL VEHICLE PREMIUM . \$ 910.00

 VEH NO 11 TERR: 110
 2013 BLUE BIRD BUS ID NO 1BAKDCPH8DF291628.
 ADDITIONAL INFORMATION:
 COST NEW: 82500 RADIUS: LOCAL USE: NA
 AGE: LIAB-d PHYS-d
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 188.00
 COLLISION ACV 500 DED . 228.00
 TOTAL VEHICLE PREMIUM . \$ 1,077.00

 VEH NO 12 TERR: 110
 2006 INTL 59 PASS. BUS ID NO 4DRBUAFM37B367949.
 ADDITIONAL INFORMATION:
 COST NEW: 60000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 114.00
 COLLISION ACV 500 DED . 111.00
 TOTAL VEHICLE PREMIUM . \$ 886.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 13 TERR: 110
 2012 CHEV IMPALA ID NO 2G1WG5E31C1337025
 ADDITIONAL INFORMATION:
 COST NEW: 26215 RADIUS: NA USE: NA
 AGE: LIAB-E PHYS-E
 PRIV PASSENGER - COMM CLASS: 7398
 COVERED AUTOS LIABILITY . \$ 557.00
 AUTO MEDICAL PAYMENTS . 9.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 270.00
 COLLISION ACV 500 DED . 192.00
 TOTAL VEHICLE PREMIUM . \$ 1,108.00

VEH NO 14 TERR: 110
 2014 FORD XLT SUPERDUTY VAN 4 DR ID NO 1FBNE3BL5EDA14996
 ADDITIONAL INFORMATION:
 COST NEW: 33060 RADIUS: LOCAL USE: NA
 AGE: LIAB-c PHYS-c
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 144.00
 COLLISION ACV 500 DED . 128.00
 TOTAL VEHICLE PREMIUM . \$ 869.00

VEH NO 15 TERR: 110
 1980 FORD F-1900 TRACTOR ID NO U911628
 ADDITIONAL INFORMATION:
 COST NEW: 36759 RADIUS: USE: NA
 AGE: LIAB-x PHYS-
 SPEC MOBILE EQUIPMENT CLASS: 7996
 COVERED AUTOS LIABILITY . \$ 198.00
 AUTO MEDICAL PAYMENTS . 21.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM . \$ 258.00

VEH NO 16 TERR: 110
 1985 EZ 60 E2585 GOLF CART ID NO 360066
 ADDITIONAL INFORMATION:
 COST NEW: 2908 RADIUS: USE: NA
 AGE: LIAB-x PHYS-
 GOLF CARTS CLASS: 9462
 COVERED AUTOS LIABILITY . \$ 119.00
 AUTO MEDICAL PAYMENTS . 21.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM . \$ 179.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 17 TERR: 110
 2014 FREIGHTLINER BUS ID NO 4UZABPDUXWCFF9690.
 ADDITIONAL INFORMATION:
 COST NEW: 85000 RADIUS: LOCAL USE: NA
 AGE: LIAB-c PHYS-c
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY .\$. 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 188.00
 COLLISION ACV 500 DED . 247.00
 TOTAL VEHICLE PREMIUM \$. 1,096.00

VEH NO 18 TERR: 110
 2017 FORD TAURUS SEDAN ID NO 1FAHP2D84HG108236.
 ADDITIONAL INFORMATION:
 COST NEW: 28518 RADIUS: LOCAL USE: NA
 AGE: LIAB-5 PHYS-5
 SCHOOL BUS-PUBLIC CLASS: 6181
 COVERED AUTOS LIABILITY .\$. 482.00
 AUTO MEDICAL PAYMENTS . 24.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 172.00
 COLLISION ACV 500 DED . 177.00
 TOTAL VEHICLE PREMIUM \$. 904.00

VEH NO 19 TERR: 110
 2017 POLARIS 570 SPMN ID NO 4XASEE578JA109421.
 ADDITIONAL INFORMATION: EPS W/ BLADE
 COST NEW: 6937 RADIUS: USE: NA
 AGE: LIAB-5 PHYS-5
 GOLF CARTS CLASS: 9463
 COVERED AUTOS LIABILITY .\$. 122.00
 AUTO MEDICAL PAYMENTS . 4.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE 6937 500 DED . 67.00
 STATED AMOUNT - SEE FORM CA9928
 COLLISION 6937 500 DED . 193.00
 STATED AMOUNT - SEE FORM CA9928
 TOTAL VEHICLE PREMIUM \$. 435.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 20 TERR: 110
 2018 FORD TRANSIT-35 ID NO 1FBZX2YM5JKB06010.
 ADDITIONAL INFORMATION:
 COST NEW: 38805 RADIUS: LOCAL USE: NA
 AGE: LIAB-4 PHYS-4
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 182.00
 COLLISION ACV 500 DED . 187.00
 TOTAL VEHICLE PREMIUM . \$ 966.00

VEH NO 21 TERR: 110
 2018 FREIGHTLINER SCHOOL BUS ID NO 4UZABPFD5JCJG4398.
 ADDITIONAL INFORMATION:
 COST NEW: 95000 RADIUS: LOCAL USE: NA
 AGE: LIAB-4 PHYS-4
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 243.00
 COLLISION ACV 500 DED . 378.00
 TOTAL VEHICLE PREMIUM . \$ 1,282.00

PREMIUM SUMMARY

COVERED AUTOS LIABILITY . \$ 8,500.00
 AUTO MEDICAL PAYMENTS . 409.00
 UNINSURED MOTORISTS . 893.00
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE . 2,562.00
 COLLISION . 2,973.00

TOTAL . \$ 15,337.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER E415421-06
EXP DATE: 08/22/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY INSURANCE - RATING BASIS,
FOR AUTOS NOT USED IN YOUR MOTOR
CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)
STATE ESTIMATED COST OF HIRE RATE PREMIUM

EXCESS NE IF ANY 100 \$ 169.00
FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS
THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT
INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES'
OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES
PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

TOTAL PREMIUM \$ 169.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

PREMIUM

OTHER THAN A SOCIAL SERVICE AGENCY

NUMBER OF EMPLOYEES 0 - 25 \$ 368.00

TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM \$ 368.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

Quote Number: J415421-08

Q U O T A T I O N
C O M M E R C I A L U M B R E L L A

Quotation is Valid From 06/23/21 to 08/22/21
Proposed Policy Period: From 08/22/21 to 08/22/22
(Quote may be subject to change)

P R E P A R E D F O R :

P R E S E N T E D B Y :

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402) 329-4991

Insured is SCHOOL DISTRICT Business Desc: SCHOOL DISTRICT

L I M I T S O F I N S U R A N C E

Each Occurrence Limit (Liability Coverage) \$ 4,000,000

Personal & Advertising Injury Limit \$ 4,000,000
(Any one person or organization)

Aggregate Limit (Liability Coverage) \$ 4,000,000
(except with respect to "covered autos")

PREMIUM NOT SUBJECT TO AUDIT \$ 4,760.00

A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE.

AS QUOTED ON: 06/23/21 BPP



Workers' Compensation Proposal

Applicant

Madison Public School
PO Box 450
Madison, NE 68748

Quote No. 289522
Effective Date: 8/22/2021
Expiration Date: 8/22/2022
Quote Date: 6/22/2021
Quote Good Through: 8/22/2021

Agent 1049-1570
Town & Country Insurance
PO Box 159
Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
Bodily Injury By Disease \$500,000 Policy Limit
Bodily Injury By Disease \$500,000 Each Employee

Proposal Summary

Policy Unit	Remuneration	Total Estimated Premium and Surcharges
1 - Madison Public School - Nebraska	\$4,048,431	\$41,189
Grand Total	\$4,048,431	\$41,189

This is a quotation only and is not a binder of insurance or a guarantee of insurability.



Workers' Compensation Proposal

Applicant

Madison Public School
 PO Box 450
 Madison, NE 68748

Quote No. 289522
 Effective Date: 8/22/2021
 Expiration Date: 8/22/2022
 Quote Date: 6/22/2021
 Quote Good Through: 8/22/2021

Agent 1049-1570

Town & Country Insurance
 PO Box 159
 Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Unit 1 - Madison Public School	Nebraska
--------------------------------	----------

Rating Period: 8/22/2021 - 8/22/2022

Classifications	Code No.	Premium Basis Total Estimated Remuneration	Rate Per \$100 of Remuneration	Estimated Premium
DRIVERS, CHAUFFEURS, MESSENGERS AND THEIR HELPERS NOC-COMMERCIAL	7380	\$55,500	5.36	\$2,975
COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	8868	\$3,805,931	0.39	\$14,843
COLLEGE: ALL OTHER EMPLOYEES	9101	\$187,000	3.84	\$7,181

Total Manual Premium				\$24,999
\$500,000/500,000/500,000		0.8%		\$200
Subject Premium				\$25,199
Unmodified Premium				\$25,199
Experience Mod		1.26		\$6,552
Modified Premium				\$31,751
Flexible Rating Adj Factor		40%		\$12,700
Standard Premium				\$44,451
Premium Discount		9.7%		(\$4,312)
Expense Constant				\$240
Terrorism Act		1%		\$405
DTEC Act		1%		\$405
Policy Premium				\$41,189

Total Premium and Surcharge(s): \$41,189

This is a quotation only and is not a binder of insurance or a guarantee of insurability.



Workers' Compensation Proposal

Applicant

Madison Public School
 PO Box 450
 Madison, NE 68748

Quote No. 289522
 Effective Date: 8/22/2021
 Expiration Date: 8/22/2022
 Quote Date: 6/22/2021
 Quote Good Through: 8/22/2021

Agent 1049-1570
 Town & Country Insurance
 PO Box 159
 Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Billing Unit 1 - Madison Public School

Billing Payment Mode: 10-10-month installment (25% down)

Initial Payment Total to Remit \$10,297.00

Installment Schedule:

Post Date	Due Date	Description	Amount
8/2/2021	8/22/2021	Installment	\$10,297.00
9/2/2021	9/22/2021	Installment	\$3,438.00
10/2/2021	10/22/2021	Installment	\$3,438.00
11/2/2021	11/22/2021	Installment	\$3,438.00
12/2/2021	12/22/2021	Installment	\$3,438.00
1/2/2022	1/22/2022	Installment	\$3,438.00
2/2/2022	2/22/2022	Installment	\$3,438.00
3/2/2022	3/22/2022	Installment	\$3,438.00
4/2/2022	4/22/2022	Installment	\$3,438.00
5/2/2022	5/22/2022	Installment	\$3,438.00

This is a quotation only and is not a binder of insurance or a guarantee of insurability.

**MADISON PUBLIC SCHOOLS
GENERAL FUND LEVY 2021-22**

	2020-21	2021-22	Change
Valuation	781,543,331	781,543,331	0.00%
Total Valuation	781,543,331	781,543,331	0.00%
General Fund Budget	9,331,570.00	9,561,570.00	GF Increase of \$230,000
Necessary Cash Reserve	200,000.00	200,000.00	
Total Requirements	9,531,570.00	9,761,570.00	
Beginning Balance - Cash on Hand	2,481,256.00	2,481,256.00	
Projected Income Before Taxes	1,269,100.00	1,269,100.00	
Madison County Tax Request	5,781,214.00	6,011,214.00	
1% County Treasurer's Fee	58,396.00	58,396.00	Increase of \$230,000
Delinquent Tax Allowance	0.00	0.00	
Total Tax Request	5,839,610.00	6,069,610.00	3.94%
Estimated Levy	0.747190	0.776618	0.029429
SPECIAL BUILDING FUND			
Tax Request	1,015,500.00	1,080,000.00	Split
1% County Treasurer's Fee	10,528.00	10,800.00	Lease Payment \$730,000
Total Request	1,025,773.00	1,090,800.00	Increase of \$65,027
Valuation	781,543,331	781,543,331	
Estimated SBF Levy	0.131250	0.139570	\$339,000 for a payment
Levy w/ Exclusions	0.878439	0.916188	0.037749
Bond Fund			
Qualified Capital Purpose Fund			
Tax Request	332,000.00	250,000.00	
1% County Treasurer's Fee	3,354.00	2,500.00	
1% County Treasurer's Fee	335,354.00	252,500.00	-82,854
Valuation	781,543,331	781,543,331	
Estimated Bond Levy	0.042909	0.032308	
Levy w/ Exclusions	0.921348	0.948496	0.027148

Based on this example we would ask for \$212,173 in taxes than we did in the 2020-21 School year. The levy would increase to \$0.948496 which is about 2.7 cent increase on the total levy.

General Fund cost increase: Teaching staff \$115,000, Administration \$30,000, Classified Staff \$48,000 = \$193,000
Business Teacher costs = \$70,000 Total cost increase = \$263,000

LIMITED TAX BONDS

Issue Name:

Series 2010 Limited Tax QSCBs:
 Series 2011 Limited Tax QSCBs:
Total Limited Tax Bonds:

PRINCIPAL Outstanding as of 8/31/2020:	INTEREST Outstanding as of 8/31/2020 (including BABs Rebate):	TOTAL OUTSTANDING As of 8/31/2020 (including BABs Rebate):	INTEREST Outstanding as of 8/31/2020 (without BABs Rebate):	TOTAL OUTSTANDING As of 8/31/2020 (without BABs Rebate):
\$299,180.00	\$7,386.18	\$306,566.18	\$60,045.18	\$359,225.18
275,468.00	6,198.44	281,666.44	108,744.23	384,212.23
\$574,648.00	\$13,584.62	\$588,232.62	\$168,789.41	\$743,437.41

2010 LT \$306,566 Paid off 8/27
 2011 LT \$281,666 Paid off 8/31

GENERAL OBLIGATION BONDS

Issue Name:

Series 2016 Refunding Bonds:
Total General Obligation Bonds:

PRINCIPAL Outstanding as of 8/31/2020:	INTEREST Outstanding as of 8/31/2020:	TOTAL OUTSTANDING as of 8/31/2020:
\$1,715,000.00	\$165,515.00	\$1,880,515.00
\$1,715,000.00	\$165,515.00	\$1,880,515.00

Total Outstanding: \$1,570,000 Paid Off 8/29

TOTAL BONDS OUTSTANDING

Category:

Total Limited Tax Bonds:
 Total G.O. Bonds:
TOTAL ALL BONDS:

PRINCIPAL Outstanding as of 8/31/2020:	INTEREST Outstanding as of 8/31/2020 (including BABs Rebate):	TOTAL OUTSTANDING As of 8/31/2020 (including BABs Rebate):	INTEREST Outstanding as of 8/31/2020 (without BABs Rebate):	TOTAL OUTSTANDING As of 8/31/2020 (without BABs Rebate):
\$ 574,648.00	\$ 13,584.62	\$ 588,232.62	\$ 168,789.41	\$ 743,437.41
1,715,000.00	165,515.00	1,880,515.00	165,515.00	1,880,515.00
\$2,289,648.00	\$179,099.62	\$2,468,747.62	\$334,304.41	\$2,623,952.41

LEASE-PURCHASE DEBT (MADISON EDUCATIONAL FACILITIES LEASING CORP.)

Issue Name:

Series 2018 Lease-Purchase Agreement:
Total LPA Obligations:

PRINCIPAL Outstanding as of 8/31/2020:	INTEREST Outstanding as of 8/31/2020:	TOTAL OUTSTANDING as of 8/31/2020:
\$3,861,610.00	\$259,615.87	\$3,641,225.87
\$3,861,610.00	\$259,615.87	\$3,641,225.87

Payments: Plan to make full payments in December of each year

8/31/22 \$728,253.58
 8/31/23 \$728,253.58
 8/31/24 \$728,253.58
 12/15/24 \$727,637.26

TAX LEVY REPORT -- NET DEBT SERVICE

**MADISON EDUCATIONAL FACILITIES LEASING CORPORATION
LEASE PURCHASE AGREEMENT, SERIES 2021
Assumes BQ, Non-Rated, 12/1/28 Maturity
Sc. 1: 3 cts Levy Solution
[Preliminary -- for discussion only]**

Date	Debt Service	Net Levy	Assessed Valuation	Levy (cts per \$100)
12/01/2022	234,463.00	234,463.00	781,543,331	0.030000
12/01/2023	234,463.00	234,463.00	781,543,331	0.030000
12/01/2024	234,462.99	234,462.99	781,543,331	0.030000
12/01/2025	234,462.99	234,462.99	781,543,331	0.030000
12/01/2026	234,462.99	234,462.99	781,543,331	0.030000
12/01/2027	234,462.99	234,462.99	781,543,331	0.030000
12/01/2028	234,462.99	234,462.99	781,543,331	0.030000
	1,641,240.95	1,641,240.95		

Lease
Proceeds \$ 1,524,443.56

TAX LEVY REPORT -- NET DEBT SERVICE

**MADISON EDUCATIONAL FACILITIES LEASING CORPORATION
 LEASE PURCHASE AGREEMENT, SERIES 2021
 Assumes BQ, Non-Rated, 12/1/28 Maturity
 Level Debt Service
 [Preliminary -- for discussion only]**

Date	Debt Service	Net Levy	Assessed Valuation	Levy (cts per \$100)
12/01/2022	269,154.10	269,154.10	781,543,331	0.034439
12/01/2023	269,154.10	269,154.10	781,543,331	0.034439
12/01/2024	269,154.10	269,154.10	781,543,331	0.034439
12/01/2025	269,154.10	269,154.10	781,543,331	0.034439
12/01/2026	269,154.10	269,154.10	781,543,331	0.034439
12/01/2027	269,154.10	269,154.10	781,543,331	0.034439
12/01/2028	269,154.10	269,154.10	781,543,331	0.034439
	1,884,078.70	1,884,078.70		

Lease Proceeds \$1,750,000

TAX LEVY REPORT -- NET DEBT SERVICE

**MADISON EDUCATIONAL FACILITIES LEASING CORPORATION
LEASE PURCHASE AGREEMENT, SERIES 2021
Assumes BQ, Non-Rated, 12/1/28 Maturity
Level Debt Service
[Preliminary -- for discussion only]**

Date	Debt Service	Net Levy	Assessed Valuation	Levy (cts per \$100)
12/01/2022	307,604.69	307,604.69	781,543,331	0.039359
12/01/2023	307,604.69	307,604.69	781,543,331	0.039359
12/01/2024	307,604.70	307,604.70	781,543,331	0.039359
12/01/2025	307,604.68	307,604.68	781,543,331	0.039359
12/01/2026	307,604.68	307,604.68	781,543,331	0.039359
12/01/2027	307,604.68	307,604.68	781,543,331	0.039359
12/01/2028	307,604.69	307,604.69	781,543,331	0.039359
	2,153,232.81	2,153,232.81		

Lease Proceeds : \$2,000,000

TAX LEVY REPORT -- NET DEBT SERVICE

**MADISON EDUCATIONAL FACILITIES LEASING CORPORATION
LEASE PURCHASE AGREEMENT, SERIES 2021
Assumes BQ, Non-Rated, 12/1/28 Maturity
Sc. 2: 5 cts Levy Solution
[Preliminary -- for discussion only]**

Date	Debt Service	Net Levy	Assessed Valuation	Levy (cts per \$100)
12/01/2022	390,771.65	390,771.65	781,543,331	0.050000
12/01/2023	390,771.66	390,771.66	781,543,331	0.050000
12/01/2024	390,771.65	390,771.65	781,543,331	0.050000
12/01/2025	390,771.65	390,771.65	781,543,331	0.050000
12/01/2026	390,771.66	390,771.66	781,543,331	0.050000
12/01/2027	390,771.66	390,771.66	781,543,331	0.050000
12/01/2028	390,771.64	390,771.64	781,543,331	0.050000
	2,735,401.57	2,735,401.57		

Lease Proceeds \$ 2,540,739.26

Action Plan

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

- Directions:**
1. Use this form as a template to develop a work plan for each identified strategic objective.
 2. Keep copies handy to bring to meetings to review and update regularly.

Goal: The stakeholders of Madison Public Schools will continue to research and plan for a facility to expand early childhood classrooms (childcare and preschool programs) by 2023-2024.

Strategic Objective:

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>A. Resources Available</i> <i>B. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>A. What is the cost to use available resources?</i> <i>B. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Board of Ed discussion in June	Superintendent, Board of Ed, Elem Principal	June 14	A. Handouts B. .	A. B.	-Board of Education -via Board agenda -ongoing
Step 2: Contact Architect	Superintendent	Following meeting on June 14	A. N/A B.	A. TBA (Hourly Rate) B.	-Board of Education -email
Step 3: Buildings & Grounds meet with Architect	Building & Grounds, Superintendent, Architect	By August Board Meeting	A. N/A B.	A. Architect Rate B.	-Board of Education
Step 4: Report to Board of Education	Architect and/or Superintendent	August Board Meeting	A. N/A B.	A. B.	
Step 5: Explore Project Costs & Financing Options	Superintendent & Board of Education	September/October	A. Contact DA Davidson B. Contact Architect	A. 2.5 million maximum B.	-Board of Education -Superintendent/Principal Report to Staff

Evidence Of Success (*How will you know that you are making progress? What are your benchmarks?>*)

Evaluation Process (*How will you determine that your goal has been reached? What are your measures?>*)

Action Plan

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

- Directions:**
1. Use this form as a template to develop a work plan for each identified strategic objective.
 2. Keep copies handy to bring to meetings to review and update regularly.

Goal: The stakeholders of Madison Public Schools will continue to research and plan for a facility to provide needed classroom space for 4th and 5th grades along with an activity area by 2023-2024.

Strategic Objective:

Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>C. Resources Available</i> <i>D. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>C. What is the cost to use available resources?</i> <i>D. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Board of Ed discussion in June	Superintendent, Board of Ed, Elem Principal	June 14	A. Handouts B. .	A. B.	-Board of Education -via Board agenda -ongoing
Step 2: Contact Architect	Superintendent	Following meeting on June 14	A. N/A B.	A. TBA (Hourly Rate) B.	-Board of Education -email
Step 3: Buildings & Grounds meet with Architect	Building & Grounds, Superintendent, Architect	By August Board Meeting	A. N/A B.	A. Architect Rate B.	-Board of Education
Step 4: Report to Board of Education	Architect and/or Superintendent	August Board Meeting	A. N/A B.	A. B.	
Step 5: Explore Project Costs & Financing Options	Superintendent & Board of Education	September/ October	A. Contact DA Davidson B. Contact Architect	A. 2.5 million maximum B.	-Board of Education -Superintendent/Principal Report to Staff

Evidence Of Success *(How will you know that you are making progress? What are your benchmarks?)*

Evaluation Process *(How will you determine that your goal has been reached? What are your measures?)*

Action Plan

Purpose: To create a “script” for your action planning effort and for support of the implementation phase.

- Directions:**
1. Use this form as a template to develop a work plan for each identified strategic objective.
 2. Keep copies handy to bring to meetings to review and update regularly.

Goal: The stakeholders of Madison Public Schools will continue to research and plan for a facility to combine 5th through 8th grade students into a middle school concept by 2023-2024.

Strategic Objective:





Action Steps <i>What Will Be Done?</i>	Responsibilities <i>Who Will Do It?</i>	Timeline <i>By When?</i> <i>(Day/Month)</i>	Resources <i>E. Resources Available</i> <i>F. Resources Needed (financial, human, political & other)</i>	Estimated Cost <i>E. What is the cost to use available resources?</i> <i>F. What is the cost for needed resources?</i>	Communications Plan <i>Who needs to know?</i> <i>How will you inform them?</i> <i>How often?</i>
Step 1: Board of Ed discussion in June	Superintendent, Board of Ed, Elem Principal	June 14	A. Handouts B. .	A. B.	-Board of Education -via Board agenda -ongoing
Step 2: Contact Architect	Superintendent	Following meeting on June 14	A. N/A B.	A. TBA (Hourly Rate) B.	-Board of Education -email
Step 3: Buildings & Grounds meet with Architect	Building & Grounds, Superintendent, Architect	By August Board Meeting	A. N/A B.	A. Architect Rate B.	-Board of Education
Step 4: Report to Board of Education	Architect and/or Superintendent	August Board Meeting	A. N/A B.	A. B.	
Step 5: Explore Project Costs & Financing Options	Superintendent & Board of Education	September/October	A. Contact DA Davidson B. Contact Architect	A. 2.5 million maximum B.	-Board of Education -Superintendent/Principal Report to Staff

Evidence Of Success (*How will you know that you are making progress? What are your benchmarks?>*)

Evaluation Process (*How will you determine that your goal has been reached? What are your measures?>*)

Facilities

Facilities

- ★ expansion of space to meet the needs of early childhood and/or student numbers at elementary 
- ★ bus barn/storage
- ★ Move to a 5-8 middle school concept which may require additional student space 
- ★ priorities to maintain quality facilities 
- ★ continue use of school property 

CONDITIONAL



EMC Insurance Companies
PO Box 2070
Omaha, NE 68103-2070
www.emcins.com

MADISON SCHOOL DISTRICT NO. 1

PO BOX 450
MADISON, NE 68748-0450

08/22/2021 to 08/22/2022

Prepared on 06/23/2021

Quote Valid Through 08/22/2021

Account Summary

Quote Account Number: X415421

Option 003

Prior Account Number: 8X76287

Commercial Property (A-04)		\$	59,725.00
General Liability (Occurrence) (D-04)		\$	6,001.00
Linebacker - Claims Made (K-04)		\$	3,678.00
CyberSolutions (Q-01)		\$	444.00
Data Compromise and Identity Recovery Premium	258.00		
Cyber Premium	186.00		
Govt Crime/Fidelity ISO Package (F-03)		\$	964.00
Commercial Inland Marine (C-06)		\$	3,032.00
Business Auto (E-06)		\$	16,017.00
Commercial Umbrella (J-08)		\$	4,760.00
Total Account Premium Estimate		\$	94,621.00

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Town & Country Insurance
PO Box 159
Pierce, NE 68767-0159
402-329-4991

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

CONDITIONAL



EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

C O M M E R C I A L P R O P E R T Y S C H E D U L E

BLANKET COVERAGE APPLIES ONLY AS INDICATED BY AN ENTRY BELOW:

Blanket: 001 Buildings At Locs: 006
 Combined Building(s) and Personal Property at Locs: 002, 004, 005
 Combined Building(s) and Property in the Open at Locs: 003
 Combined Building(s), Personal Property and Property in the Open at Locs: 001

Blanket Limit of Insurance: \$ 35,927,090 Coinsurance: 90%

Loc 001 700 S KENT ST
MADISON, NE
68748-6279

For Inspection Contact: ALLEN EHLERS (402)454-3336

Location Number 001
Building Number 001

Description: 2 STORY MASON NON-COM BLDG IN PROTECTION CLASS 04
 Occupancy: JR. & SR. HIGH SCHOOL

Deductible Per Occurrence: \$5,000 On All Covered Causes of Loss

Coverage	Covered Causes Of Loss	Blkt No.	Spec Int	Optional Coverages
BUILDING	Special	001		Replacement Cost Agreed Value Limitation on Coverage for Roof Surfacing
YOUR BUSINESS PERSONAL PROPERTY	Special	001		Replacement Cost Agreed Value

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL



EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

STATEMENT OF VALUES

Construction/Occupancy	Coverage	100% Values	Value Type

Loc No: 001	700 S KENT ST MADISON, NE 68748-6279		
Building Number 001			
2 STORY MASON NON-COM BLDG	BUILDING	\$ 21,000,000	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 3,843,000	RC
JR. & SR. HIGH SCHOOL	PROPERTY		

Building Number 002			
1 STORY BLDG	PROPERTY IN THE OPEN -	\$ 105,000	RC
IN PROTECTION CLASS 04	OUTSIDE LIGHTS, FLAG POLE		
LIGHTS, FLAG POLE, RETAINING	RAILING & RETAINING WALL		
WALL, ELECTRIC DISPLAY SIGN	PROPERTY IN THE OPEN -	\$ 45,400	RC
W/LIGHTED BILLBOARD	ELECTRIC DISPLAY SIGN W/		
	LIGHTED BILLBOARD		

Loc No: 002	405 E 8TH ST MADISON, NE 68748-6319		
Building Number 001			
1 STORY NON-COMBUST BLDG	BUILDING	\$ 7,118,400	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 1,779,600	RC
ELEMENTARY SCHOOL	PROPERTY		

Building Number 002			
1 STORY FRAME BLDG	BUILDING	\$ 9,000	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$ 2,390	RC
STORAGE	PROPERTY		

Building Number 003			
1 STORY FRAME BLDG	BUILDING	\$ 1,014,100	RC
IN PROTECTION CLASS 04			
GYM/ PE AREA/ RESTROOMS/			
MECHANICAL/ CONCESSION			

Building Number 004			
1 STORY NON-COMBUST BLDG	BUILDING	\$ 115,800	RC
IN PROTECTION CLASS 04			
MODULAR CLASSROOM - 2004			
CHAMPION			

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL

EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

S T A T E M E N T O F V A L U E S

Loc No: 003 802 E 8TH ST
 MADISON, NE 68748-6256

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	164,900	RC
IN PROTECTION CLASS 04	CHAIN LINK FENCE			
CHAIN LINK FENCE, WATER/POWER	PROPERTY IN THE OPEN -	\$	8,500	RC
SHED, LIGHTS & POLES AT	WATER/POWER SHED INCL ALL			
FOOTBALL FIELD, SCOREBOARD,	WATER & ELECT. CONTROLS			
TRACK, BILLBOARD & BLEACHERS	PROPERTY IN THE OPEN -	\$	68,100	RC
	OUTSIDE LIGHTS & POLES AT			
	FOOTBALL FIELD			
	PROPERTY IN THE OPEN -	\$	8,100	RC
	SCOREBOARD			
	PROPERTY IN THE OPEN -	\$	91,700	RC
	RUBBERIZED TRACK AROUND			
	FOOTBALL FIELD			
	PROPERTY IN THE OPEN -	\$	18,500	RC
	DOUBLE FACED BILLBOARD			
	PROPERTY IN THE OPEN -	\$	104,700	RC
	BLEACHERS			

Building Number 002

1 STORY FRAME BLDG	BUILDING	\$	23,000	RC
IN PROTECTION CLASS 04				
ANNOUNCER'S STAND				

Building Number 003

1 STORY FRAME BLDG	BUILDING	\$	4,500	RC
IN PROTECTION CLASS 04				
STORAGE SHED				

Loc No: 004 W 5TH ST AT S MAIN ST
 MADISON, NE 68748

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	78,800	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$	20,000	RC
CONCESSION STAND/STORAGE	PROPERTY			

Loc No: 005 402 N 7TH ST
 MADISON, NE 68748

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	162,900	RC
IN PROTECTION CLASS 04	YOUR BUSINESS PERSONAL	\$	40,700	RC
CLASSROOM	PROPERTY			

AS QUOTED ON: 06/18/21 (BPP)



CONDITIONAL

EMCASCO INSURANCE COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: A415421-04
EXP DATE: 08/22/22

S T A T E M E N T O F V A L U E S

Loc No: 006 404 W 7TH ST
MADISON, NE 68748-6612

Building Number 001

1 STORY FRAME BLDG	BUILDING	\$	100,000	RC
IN PROTECTION CLASS 04				
GREENHOUSE				

TOTAL BUILDING	\$	29,626,500	RC
TOTAL PERSONAL PROPERTY	\$	5,685,690	RC
TOTAL PROPERTY IN THE OPEN	\$	614,900	RC

COMBINED TOTAL \$ 35,927,090

1. Values shown must be 100% actual cash value or replacement cost and should reflect coverage basis for each item of buildings, personal property or both.
2. Value shall be submitted to insurance company, subject to its acceptance.
3. Nothing contained in these instructions shall be construed as changing in any manner the conditions of this policy.
4. The company may require this statement of values to be signed by the insured or in the case of firms, by a partner or an officer.

All values submitted are correct to the best of my knowledge and belief.

SIGNED: _____

TITLE: _____

DATE: _____

AS QUOTED ON: 06/18/21 (BPP)

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: D415421-04

Q U O T A T I O N - G E N E R A L L I A B I L I T Y

QUOTATION IS VALID: FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R :

P R E S E N T E D B Y :

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

L I M I T S O F I N S U R A N C E

EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$ 1,000,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$ 10,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

C O V E R A G E S P R O V I D E D

P R E M I U M

OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 6,001.00

TOTAL ESTIMATED POLICY PREMIUM \$ 6,001.00

AUDIT PERIOD: ANNUAL

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: D415421-04

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

GENERAL LIABILITY POLICY
QUOTE

ENDORSEMENT SCHEDULE

Table with columns: FORM, EDITION DATE, DESCRIPTION/ADDITIONAL INFORMATION, PREMIUM. Lists various insurance forms and their associated dates and descriptions, including items like 'COMMERCIAL GEN LIABILITY COV FORM', 'EXCL-ACCESS/DISCL OF CONFID/PERSONAL', and 'EMPLOYEE BENEFITS LIABILITY COVERAGE'.

AS QUOTED ON: 06/21/21



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
LOCATION 001 44194 GRANDSTANDS OR BLEACHERS (2) (4) PREMIUM BASIS: EACH EXPOSURE: 1 (SUBLINE /334)			171.188	\$ 171
47469 SCHOOLS - FACULTY LIABILITY FOR CORPORAL PUNISHMENT OF PUPILS (4) PREMIUM BASIS: P/FACULTY EXPOSURE: 69 (SUBLINE /334)			6.837	\$ 472
47473 SCHOOLS - PUBLIC - HIGH (4) PREMIUM BASIS: PER PUPIL EXPOSURE: 170 (SUBLINE /334)			6.848	\$ 1,164
87500 EMPLOYEE BENEFITS LIABILITY COVERAGE PREMIUM BASIS: PER EMP EXPOSURE: 107 (SUBLINE /EBL) \$ 1000 DEDUCTIBLE APPLIES EACH EMPLOYEE			123.970	\$ 124
87698 ADDITIONAL INSURED - CLUBS OR ORGANIZATIONS CG7190 PREMIUM BASIS: EACH EXPOSURE: 1 (SUBLINE /334)				\$ 0
ADDITIONAL INTEREST (1-334) JR. SR. POST PROM COMMITTEE				75

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE
(CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS		ALL OTHER	
	RATE	ADVANCE PREM	RATE	ADVANCE PREM
87711 DAMAGE TO PREMISES RENTED TO YOU LIMITS PREMIUM BASIS: FLAT CHARG EXPOSURE: 1 (SUBLINE /334)			\$	400
87777 ABUSE OR MOLESTATION LIABILITY PREMIUM BASIS: PER PUPIL EXPOSURE: 636 (SUBLINE /334)			\$	500
87818 SCHOOLS - VIOLENT EVENT RESPONSE COVERAGE PREMIUM BASIS: PER PUPIL EXPOSURE: 636 (SUBLINE /334)			\$	300
LOCATION 002 47471 SCHOOLS - PUBLIC - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH (4) PREMIUM BASIS: PER PUPIL EXPOSURE: 466 (SUBLINE /334)			5.246 \$	2,445
49451 VACANT LAND (1) (4) PREMIUM BASIS: EACH ACRE EXPOSURE: 1 (SUBLINE /334)			1.616 \$	2

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: D415421-04
EXP DATE: 08/22/22

GENERAL LIABILITY SCHEDULE
(CONTINUED)

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ELITE EXTENSION	!	!\$ 300
	PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$	48.00
	TOTAL ESTIMATED POLICY PREMIUM \$	6001.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 700 S KENT ST
MADISON, NE 68748-6279

LOC 002 405 E 8TH ST
MADISON, NE 68748-6319

ALL OTHER LOCATIONS:

300 W 10TH ST
MADISON, NE 68748-6330

404 W 7TH ST
MADISON, NE 68748-6612

406 E 9TH ST
MADISON, NE. 68748 (PARKING LOT ELEM. SCH)

BLK 48 CLARK AND MADISON MILL CO'S ADDN
OLD COURT HOUSE LOT

LOTS 1 & 4, BLK 50, CLARK & MADISON MILL COMPANY'S
ADDN TO THE CITY OF MADISON, MADISON CO., NE (BUS)

S2 NE4 5-21-1 MADISON COUNTY
FOOTBALL COMPLEX

AS QUOTED ON: 06/21/21 BPP

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K415421-04

Q U O T A T I O N - L I N E B A C K E R

QUOTATION IS VALID FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R :

P R E S E N T E D B Y :

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

RETROACTIVE DATE AND EXCESS EXTENDED REPORTING PERIOD:
THIS INSURANCE DOES NOT APPLY TO WRONGFUL ACTS WHICH OCCUR
BEFORE THE RETROACTIVE DATE SHOWN BELOW.

RETROACTIVE DATE: 08/22/87
AVAILABLE SUPPLEMENTAL EXTENDED REPORTING PERIOD: (1 YEARS)

L I M I T S O F L I A B I L I T Y

Table with 2 columns: Description and Amount. Rows include EACH LOSS (\$1,000,000), AGGREGATE FOR EACH POLICY TERM (\$1,000,000), and INSURED'S DEDUCTIBLE EACH CLAIM (\$1,000).

TOTAL ADVANCE PREMIUM \$ 3,678.00

COVERAGE IS PROVIDED FOR BOARD AND ALL EMPLOYEES

(THE ADVANCE PREMIUM IS A MINIMUM PREMIUM FOR THE POLICY TERM)
A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE

AS QUOTED ON: 06/21/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: K415421-04

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

L I N E B A C K E R P O L I C Y
Q U O T E

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CL7001	01-21	LNBKR PUBLIC/EPLI COVERAGE FORM	
CL7110	01-18	NUCLEAR ENERGY LIABILITY EXCLUSION	
CL7124	01-18	AI DESIGNATED PERSON/ENTITY SCHEDULE: SCHOOL DIST. 97 MADISON COUNTY 9K4-87-47 RETRO: 12-15-87 MADISON SCHOOL DIST. 48 8K8-45-20 RETRO: 11-16-98	
*CL7128	05-20	TORT LIABILITY ENDORSEMENT	
CL7153	01-18	EXCL-FUNGI OR BACTERIA	
CL7156	01-18	CAP ON LOSSES CERT ACTS OF TERRORISM	
CL7161	01-18	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CL7181	01-18	LIMITED LAW ENFORCEMENT EXTENSION	
CL7202	10-15	DATA COMPROMISE & CYBER LIAB EXCL	
CL8322	10-15	ADVISORY NOTICE TO POLICYHOLDERS	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
IL7040	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7149	01-08	COMMON POLICY CONDITIONS	
IL7326	01-18	CALCULATION OF PREMIUM	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 36
IL8384A	01-08	TERRORISM NOTICE	

AS QUOTED ON: 06/21/21



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: Q415421-01

QUOTATION - CYBERSOLUTIONS

QUOTATION IS VALID: FROM 06/02/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

PREPARED FOR: MADISON SCHOOL DISTRICT NO. 1
PRESENTED BY: TOWN & COUNTRY INSURANCE

AGENCY BILL AGENCY: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

* THIS POLICY INCLUDES DEFENSE EXPENSES *
* WITHIN THE LIMITS OF LIABILITY *
* PLEASE READ CAREFULLY *

LIMITS OF LIABILITY

Table with 3 columns: Coverage Description, Amount, and Frequency. Includes categories like DATA COMPROMISE COVERAGE, IDENTITY RECOVERY COVERAGE, and CYBER COVERAGE.

AS QUOTED ON: 06/03/21 BPP



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: Q415421-22
EXP DATE: 08/22/22

ELECTRONIC MEDIA LIABILITY	\$	50,000	ANNUAL AGGREGATE
DEDUCTIBLE	\$	1,000	
DATA COMPROMISE AND IDENTITY RECOVERY PREMIUM	\$		258.00
CYBER PREMIUM	\$		186.00

TOTAL POLICY PREMIUM	\$		444.00

AS QUOTED ON: 06/03/21 BPP

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: F415421-03

GOVERNMENT CRIME QUOTATION

QUOTATION IS VALID: FROM 06/21/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

PREPARED FOR: PRESENTED BY:

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT

BUSINESS DESC: SCHOOL DISTRICT

COVERAGE IS WRITTEN: PRIMARY

SEE ATTACHED SCHEDULE FOR DESCRIPTION OF LOCATIONS,
LIMITS, AND DEDUCTIBLES.

Table with 2 columns: COVERAGES PROVIDED and PREMIUM. Rows include EMPLOYEE THEFT - BLANKET (PER LOSS) \$ 902.00, INSIDE THE PREMISES - THEFT OF MONEY & SECURITIES \$ 55.00, OUTSIDE THE PREMISES \$ 7.00, and TOTAL POLICY PREMIUM \$ 964.00.

AS QUOTED ON: 06/21/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER: F415421-03
EXP DATE: 08/22/22

G O V E R N M E N T C R I M E S C H E D U L E

D E S C R I P T I O N	D E D (PER OCCURRENCE)	L I M I T (PER OCCURRENCE)
EMPLOYEE THEFT - BLANKET (PER LOSS)	\$ 2,500	\$ 250,000
INSIDE THE PREMISES - THEFT OF MONEY & SECURITIES	\$ 0	\$ 5,000
OUTSIDE THE PREMISES	\$ 0	\$ 5,000

AS QUOTED ON: 06/21/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

QUOTE NUMBER: C415421-06

Q U O T A T I O N - C O M M E R C I A L I N L A N D M A R I N E

QUOTATION IS VALID: FROM 06/23/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R : P R E S E N T E D B Y :
MADISON SCHOOL DISTRICT NO. 1 TOWN & COUNTRY INSURANCE
PO BOX 450 PO BOX 159
MADISON NE 68748-0450 PIERCE NE 68767-0159

AGENCY BILL AGENT: AB 7144
AGENT PHONE: (402)329-4991
INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

SEE ATTACHED SCHEDULE FOR LIMITS AND DESCRIPTION OF COVERAGES

Table with 2 columns: COVERAGES HEADINGS and PREMIUM. Rows include COMMERCIAL ARTICLES, CONTRACTORS EQUIPMENT, ELECTRONIC DATA PROCESSING, SCHEDULED PROPERTY FLOATER, and TOTAL INLAND MARINE PREMIUM.

A DEDUCTIBLE MAY APPLY FOR THE COVERAGE PROVIDED. IN THE EVENT A LOSS (OTHER THAN EARTHQUAKE) INVOLVES COVERED PROPERTY AT MORE THAN ONE LOCATION OR IN MORE THAN ONE CLASS, ONLY ONE DEDUCTIBLE, THE LARGEST DEDUCTIBLE SHOWN ON THE SCHEDULE FOR THE LOCATION OR CLASSES INVOLVED IN THE LOSS, WILL APPLY PER OCCURRENCE.

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

P O L I C Y W I D E C O V E R A G E S

CLASS/ITEM	DESCRIPTION	*SPEC INTEREST	LIMITS
------------	-------------	----------------	--------

CONTRACTORS EQUIPMENT

801 CONTRACTORS EQUIPMENT

\$ 250 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS
80% COINSURANCE

\$ 52,800 CATASTROPHE LIMIT - THE MOST "WE" PAY FOR LOSS IN ANY ONE OCCURRENCE

COVERAGE EXTENSIONS

ADDITIONAL DEBRIS REMOVAL EXPENSES \$ 5,000

SUPPLEMENTAL COVERAGES

EMPLOYEE TOOLS (ACTUAL CASH VALUE) \$ 5,000

NEWLY PURCHASED EQUIPMENT

PERCENTAGE OF CATASTROPHE LIMIT 30%

POLLUTANT CLEANUP AND REMOVAL \$ 25,000

RENTAL REIMBURSEMENT LIMIT \$ 5,000

WAITING PERIOD 72 HRS

SPARE PARTS AND FUEL \$ 5,000

ACTUAL CASH VALUE

MFG: KUBOTA

001 RIDING LAWN MOWER W/ATTACHMENTS \$ 2,500

ACTUAL CASH VALUE

MFG: FORD

MODEL: 1900 SERIAL NUMBER: U-911628

002 TRACTOR AND DUAL 105 LOADER \$ 5,000

ACTUAL CASH VALUE

YEAR: 2014 MFG: GRASSHOPPER

MODEL: 729T6 SERIAL NUMBER: 6419421

003 LAWN MOWER \$ 7,800

ACTUAL CASH VALUE

MFG: JOHN DEERE

MODEL: 320G

004 SKID STEER \$ 37,500

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

PREMIUM \$ 651

835 CONTRACTORS EQUIPMENT - TOOLS
LIMITS OF INSURANCE

YOUR TOOLS--THE MOST "WE" PAY FOR LOSS TO ANY ONE "TOOL" IS: \$ 500

YOUR TOOLS--THE MOST "WE" PAY IN ANY ONE OCCURRENCE FOR LOSS TO "YOUR" "TOOLS" IS: \$ 4,000

ACTUAL CASH VALUE

DEDUCTIBLE \$ 250

ANNUAL PREMIUM \$ 66

SMALL TOOLS INCLUDE MISCELLANEOUS EQUIPMENT

840 CONTR. EQUIP. - LEASED OR RENTED FROM OTHERS
LIMITS OF INSURANCE

THE MOST "WE" PAY FOR LOSS TO ANY ONE ITEM \$ 25,000

THE MOST "WE" PAY FOR LOSS IN ANY ONE OCCURRENCE \$ 25,000

ACTUAL CASH VALUE

DEDUCTIBLE \$ 250

NON-REPORTING FORM PREMIUM \$ 25

ELECTRONIC DATA PROCESSING

863 ELECTRONIC DATA PROCESSING - BLANKET LIMITS

\$ 500 DEDUCTIBLE APPLIES TO ALL COVERED PERILS
UNLESS A DIFFERENT DEDUCTIBLE IS INDICATED BELOW
\$ 5,000 DEDUCTIBLE - EARTHQUAKE AND VOLCANIC ERUPTION
NOT COVERED DEDUCTIBLE - "FLOOD"
\$ 500 DEDUCTIBLE - "MECHANICAL BREAKDOWN", "ELECTRICAL
DISTURBANCE" AND "POWER SUPPLY DISTURBANCE"

AS QUOTED ON: 06/23/21

(BPP)

CONDITIONAL



EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

COINSURANCE WAIVED-"hardware", "media", & "programs and applications"
COINSURANCE WAIVED-"data records" and "proprietary programs"
COINSURANCE WAIVED- INCOME COVERAGE

\$ 954,412 EARTHQUAKE "AGGREGATE" LIMIT
\$ 954,412 EARTHQUAKE "OCCURRENCE" LIMIT
\$ 954,412 EARTHQUAKE "CATASTROPHE" LIMIT
NOT COVERED FLOOD "AGGREGATE" LIMIT
NOT COVERED FLOOD "OCCURRENCE" LIMIT
NOT COVERED FLOOD "CATASTROPHE" LIMIT
\$ 954,412 SEWER BACKUP "AGGREGATE" LIMIT
\$ 954,412 SEWER BACKUP "OCCURRENCE" LIMIT
\$ 954,412 SEWER BACKUP "CATASTROPHE" LIMIT

COVERAGE LIMITS

\$ 954,412 CATASTROPHE LIMIT- THE MOST "WE" PAY FOR ANY COMBINATION
OF OR TOTAL OF LOSSES ARISING UNDER ONE OR MORE
COVERAGES IN ANY ONE OCCURRENCE

EQUIPMENT LIMITS

\$ 939,412 EQUIPMENT LIMITS - EQUIPMENT
INCLUDED HARDWARE - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION
INCLUDED PROTECTION AND CONTROL SYSTEMS - THE MOST "WE" PAY FOR
LOSS AT ANY ONE LOCATION
INCLUDED TELECOMMUNICATIONS EQUIPMENT - THE MOST "WE" PAY FOR
LOSS AT ANY ONE LOCATION
INCLUDED REPRODUCTION EQUIPMENT - THE MOST "WE" PAY FOR LOSS AT
ANY ONE LOCATION

SOFTWARE LIMITS

\$ 7,500 SOFTWARE LIMITS - SOFTWARE
INCLUDED DATA RECORDS - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION
INCLUDED PROPRIETARY PROGRAMS - THE MOST "WE" PAY FOR LOSS AT ANY
ONE LOCATION
INCLUDED PROGRAMS AND APPLICATIONS - THE MOST "WE" PAY FOR LOSS
AT ANY ONE LOCATION
INCLUDED MEDIA - THE MOST "WE" PAY FOR LOSS AT ANY ONE LOCATION

INCOME COVERAGE - (Extra Expense ONLY)

\$ 7,500 INCOME COVERAGE - THE MOST "WE" PAY FOR LOSS AT ANY ONE
LOCATION

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

COVERAGE EXTENSIONS

Additional Debris Removal Expenses	\$	25,000
ELECTRICAL AND POWER SUPPLY DISTURBANCE		COVERED
Emergency Removal (Number of DAYS)		365
Emergency Removal Expenses	\$	5,000
Fraud and Deceit	\$	5,000
MECHANICAL BREAKDOWN COVERAGE		COVERED

SUPPLEMENTAL COVERAGES

Acquired Locations	\$	500,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
FOREIGN TRANSIT AND LOCATION COVERAGE	\$	5,000
Incompatible Hardware and Media	\$	10,000
NEWLY PURCHASED OR LEASED HARDWARE	\$	500,000
Off-Site Computers	\$	10,000
Pollutant Cleanup and Removal	\$	15,000
Property in Transit	\$	15,000
RECHARGE OF FIRE EXTINGUISHING EQUIPMENT	\$	15,000
Sewer Backup		COVERED
REWARDS	\$	5,000
Software Storage	\$	50,000
Virus and Hacking		
Limit any one occurrence	\$	50,000
Limit each separate 12 month period	\$	150,000

INCOME COVERAGE EXTENSIONS

Interruption by civil authority (DAYS)	30
Period of loss extension (DAYS)	30

SUPPLEMENTAL INCOME COVERAGES

Acquired Locations	\$	50,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
Property in Transit	\$	10,000
Sewer Backup		COVERED
UTILITY SERVICE INTERRUPTION	\$	25,000
OVERHEAD TRANSMISSION LINES		INCLUDED
Waiting Period (HOURS)		24
Virus and Hacking		
Limit any one occurrence	\$	25,000
Limit each separate 12 month period	\$	75,000
Waiting Period (HOURS)		24

AS QUOTED ON: 06/23/21

(BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NO: C415421-06
EXP DATE: 08/22/22

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

PREMIUM \$ 1,561
SPECIAL INTEREST 02 APPLIES TO THIS CLASS

LOCATION: 001 700 S KENT ST
MADISON, NE 68748-6279

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
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COMMERCIAL ARTICLES

191	CAMERAS - EXCLUDING MOTION PICTURE PRODUCERS		
	\$ 500 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS		
001	VIDEO RECORDER MDL. V1100 S/N 8287480 W/CAMERA MDL. PK200 & VIEWFINDER S/N L8WA12244	\$	900
002	RCA VCR 731417047 MOD VPT390 CAMERA 730640762 MOD CPR300	\$	1,700
	PREMIUM	\$	7

LOCATION: 002 700 S KENT ST
MADISON, NE 68748-6279

CLASS	DESCRIPTION	SPECIAL* INTEREST	LIMITS
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SCHEDULED PROPERTY FLOATER

798	SCHEDULED PROPERTY FLOATER		
	80% COINSURANCE		
	COVERAGE EXTENSIONS		
	ADDITIONAL DEBRIS REMOVAL EXPENSES	\$	5,000
	SUPPLEMENTAL COVERAGES		
	POLLUTANT CLEANUP AND REMOVAL	\$	10,000
	\$ 250 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS		
	ACTUAL CASH VALUE		
001	SPORTS EQUIPMENT	\$	35,934
	PROPERTY IN TRANSIT OR OFF PREMISES	\$	35,934

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY

QUOTE NUMBER: E415421-06

Q U O T A T I O N - B U S I N E S S A U T O P O L I C Y

QUOTATION IS VALID: FROM 06/23/21 TO 08/22/21
PROPOSED POLICY PERIOD: FROM 08/22/21 TO 08/22/22

P R E P A R E D F O R

P R E S E N T E D B Y

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: HB 7144
AGENT PHONE: (402)329-4991

INSURED IS: SCHOOL DISTRICT BUSINESS DESC: SCHOOL DISTRICT

Table with columns: COVERAGES, COV AUTOS, LIMITS/DEDUCTIBLES, PREMIUM. Rows include Covered Autos Liability, Auto Medical Payments, Uninsured and Underinsured Motorists, Physical Damage Coverage (Comprehensive, Collision), Hired or Borrowed Auto, Non-ownership Liability, and Estimated Total Policy Premium.

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY

QUOTE NUMBER: E415421-06

MADISON SCHOOL DISTRICT NO. 1

EFF DATE: 08/22/21

EXP DATE: 08/22/22

COMMERCIAL AUTO POLICY
QUOTE

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 23
CA0156	11-13	NEBRASKA CHANGES	
CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
CA0445	10-13	GOLF CARTS AND LOW-SPEED VEHICLES	
CA2015	10-13	MOBILE EQUIPMENT	
CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7201	11-15	STATED AMOUNT INSURANCE	
CA7209.1	07-97	POLITICAL SUBDIVSNS TORT CLAIMS - NE	
CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
CA7313	11-15	PREJUDGMENT INTEREST	
*CA7317	01-21	COMMERCIAL AUTO ESSENTIAL EXT SCHOOL	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA8331	06-19	IMPORTANT NOTICE TO POLICYHOLDERS	
CA8334	04-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8336	11-19	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA8338	07-20	ADVISORY NOTICE TO POLICYHOLDERS	
CA9928	10-13	STATED AMOUNT INSURANCE DESCRIPTION OF COVERED AUTO/COVERAGE LIMIT OF INSURANCE	
CA9933	10-13	EMPLOYEES AS INSUREDS	
CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

AS QUOTED ON: 06/23/21



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

LOC: 001 700 S KENT ST
MADISON NE. 68748-6279

VEH NO 1	TERR: 110						
2004 IC CORP BUS	CE200		ID NO	4DRBRABM34B965557.			
ADDITIONAL INFORMATION:							
COST NEW:	73600	RADIUS:	LOCAL	USE:	NA		
AGE:	LIAB-x	PHYS-x					
SCHOOL BUS-PUBLIC		CLASS:	6183				
COVERED AUTOS LIABILITY						.\$	583.00
AUTO MEDICAL PAYMENTS							29.00
UNINSURED MOTORISTS							INCLUDED
UNDERINSURED MOTORISTS							INCLUDED
COMPREHENSIVE	78100		500 DED				131.00
STATED AMOUNT	- SEE FORM	CA7201					
COLLISION	78100		500 DED				399.00
STATED AMOUNT	- SEE FORM	CA7201					
						TOTAL VEHICLE PREMIUM	.\$ 1,191.00

VEH NO 2	TERR: 110						
1976 GREAT DANE	SEMI	TRAILER	ID NO	77029			
ADDITIONAL INFORMATION:							
COST NEW:	11344	RADIUS:	LOCAL	USE:	NA		
AGE:	LIAB-Z	PHYS-					
SEMI-TRAILER		CLASS:	67499				
COVERED AUTOS LIABILITY						.\$	53.00
						TOTAL VEHICLE PREMIUM	.\$ 53.00

VEH NO 3	TERR: 110						
2005 TN TRAILER	T18TA2		ID NO	5JXCT182355189342.			
ADDITIONAL INFORMATION:							
COST NEW:	4648	RADIUS:	LOCAL	USE:	NA		
AGE:	LIAB-L	PHYS-L					
TRAILER		CLASS:	68499				
COVERED AUTOS LIABILITY						.\$	28.00
COMPREHENSIVE	ACV		500 DED				76.00
COLLISION	ACV		500 DED				80.00
						TOTAL VEHICLE PREMIUM	.\$ 184.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 4 TERR: 110
 2006 CHEV 1500 SILVERADO ID NO 1GCEK14V66E290185.
 ADDITIONAL INFORMATION:
 COST NEW: 21355 RADIUS: LOCAL USE: SERVICE .
 AGE: LIAB-K PHYS-K .
 LIGHT TRUCK CLASS: 01499 .
 COVERED AUTOS LIABILITY . \$ 353.00
 AUTO MEDICAL PAYMENTS . 3.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 167.00
 COLLISION ACV 500 DED . 104.00
 TOTAL VEHICLE PREMIUM . \$ 676.00

VEH NO 5 TERR: 110
 2007 FORD E350 WAGON ID NO 1FBNE31L97DB06018.
 ADDITIONAL INFORMATION:
 COST NEW: 28350 RADIUS: LOCAL USE: NA .
 AGE: LIAB-x PHYS-x .
 SCHOOL BUS-PUBLIC CLASS: 6182 .
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 6 TERR: 110
 2009 J & H UTILITY TRAILER ID NO 5E5US12109L001579.
 ADDITIONAL INFORMATION:
 COST NEW: 1300 RADIUS: LOCAL USE: NA .
 AGE: LIAB-H PHYS-H .
 TRAILER CLASS: 68499 .
 COVERED AUTOS LIABILITY . \$ 19.00
 COMPREHENSIVE ACV 500 DED . 76.00
 COLLISION ACV 500 DED . 80.00
 TOTAL VEHICLE PREMIUM . \$ 175.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 7 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL5ADA86193.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 8 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL7ADA85997.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

VEH NO 9 TERR: 110
 2010 FORD E350 VAN ID NO 1FBNE3BL6ADA77857.
 ADDITIONAL INFORMATION:
 COST NEW: 32000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 96.00
 COLLISION ACV 500 DED . 79.00
 TOTAL VEHICLE PREMIUM . \$ 772.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 10 TERR: 110
 2012 FORD EXPEDITION EL ID NO 1FMJK1J51CEF12450.
 ADDITIONAL INFORMATION:
 COST NEW: 52105 RADIUS: LOCAL USE: NA
 AGE: LIAB-e PHYS-e
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 160.00
 COLLISION ACV 500 DED . 153.00
 TOTAL VEHICLE PREMIUM . \$ 910.00

 VEH NO 11 TERR: 110
 2013 BLUE BIRD BUS ID NO 1BAKDCPH8DF291628.
 ADDITIONAL INFORMATION:
 COST NEW: 82500 RADIUS: LOCAL USE: NA
 AGE: LIAB-d PHYS-d
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 188.00
 COLLISION ACV 500 DED . 228.00
 TOTAL VEHICLE PREMIUM . \$ 1,077.00

 VEH NO 12 TERR: 110
 2006 INTL 59 PASS. BUS ID NO 4DRBUAFM37B367949.
 ADDITIONAL INFORMATION:
 COST NEW: 60000 RADIUS: LOCAL USE: NA
 AGE: LIAB-x PHYS-x
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 114.00
 COLLISION ACV 500 DED . 111.00
 TOTAL VEHICLE PREMIUM . \$ 886.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 13 TERR: 110
 2012 CHEV IMPALA ID NO 2G1WG5E31C1337025
 ADDITIONAL INFORMATION:
 COST NEW: 26215 RADIUS: NA USE: NA
 AGE: LIAB-E PHYS-E
 PRIV PASSENGER - COMM CLASS: 7398
 COVERED AUTOS LIABILITY . \$ 557.00
 AUTO MEDICAL PAYMENTS . 9.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 270.00
 COLLISION ACV 500 DED . 192.00
 TOTAL VEHICLE PREMIUM . \$ 1,108.00

VEH NO 14 TERR: 110
 2014 FORD XLT SUPERDUTY VAN 4 DR ID NO 1FBNE3BL5EDA14996
 ADDITIONAL INFORMATION:
 COST NEW: 33060 RADIUS: LOCAL USE: NA
 AGE: LIAB-c PHYS-c
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 144.00
 COLLISION ACV 500 DED . 128.00
 TOTAL VEHICLE PREMIUM . \$ 869.00

VEH NO 15 TERR: 110
 1980 FORD F-1900 TRACTOR ID NO U911628
 ADDITIONAL INFORMATION:
 COST NEW: 36759 RADIUS: USE: NA
 AGE: LIAB-x PHYS-
 SPEC MOBILE EQUIPMENT CLASS: 7996
 COVERED AUTOS LIABILITY . \$ 198.00
 AUTO MEDICAL PAYMENTS . 21.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM . \$ 258.00

VEH NO 16 TERR: 110
 1985 EZ 60 E2585 GOLF CART ID NO 360066
 ADDITIONAL INFORMATION:
 COST NEW: 2908 RADIUS: USE: NA
 AGE: LIAB-x PHYS-
 GOLF CARTS CLASS: 9462
 COVERED AUTOS LIABILITY . \$ 119.00
 AUTO MEDICAL PAYMENTS . 21.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 TOTAL VEHICLE PREMIUM . \$ 179.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 17 TERR: 110
 2014 FREIGHTLINER BUS ID NO 4UZABPDUXWCFF9690.
 ADDITIONAL INFORMATION:
 COST NEW: 85000 RADIUS: LOCAL USE: NA
 AGE: LIAB-c PHYS-c
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY .\$. 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 188.00
 COLLISION ACV 500 DED . 247.00
 TOTAL VEHICLE PREMIUM \$. 1,096.00

VEH NO 18 TERR: 110
 2017 FORD TAURUS SEDAN ID NO 1FAHP2D84HG108236.
 ADDITIONAL INFORMATION:
 COST NEW: 28518 RADIUS: LOCAL USE: NA
 AGE: LIAB-5 PHYS-5
 SCHOOL BUS-PUBLIC CLASS: 6181
 COVERED AUTOS LIABILITY .\$. 482.00
 AUTO MEDICAL PAYMENTS . 24.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 172.00
 COLLISION ACV 500 DED . 177.00
 TOTAL VEHICLE PREMIUM \$. 904.00

VEH NO 19 TERR: 110
 2017 POLARIS 570 SPMN ID NO 4XASEE578JA109421.
 ADDITIONAL INFORMATION: EPS W/ BLADE
 COST NEW: 6937 RADIUS: USE: NA
 AGE: LIAB-5 PHYS-5
 GOLF CARTS CLASS: 9463
 COVERED AUTOS LIABILITY .\$. 122.00
 AUTO MEDICAL PAYMENTS . 4.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE 6937 500 DED . 67.00
 STATED AMOUNT - SEE FORM CA9928
 COLLISION 6937 500 DED . 193.00
 STATED AMOUNT - SEE FORM CA9928
 TOTAL VEHICLE PREMIUM \$. 435.00

AS QUOTED ON: 06/23/21 (BPP)

CONDITIONAL



EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

QUOTE NUMBER E415421-06
EFF DATE: 08/22/21 EXP DATE: 08/22/22

VEH NO 20 TERR: 110
 2018 FORD TRANSIT-35 ID NO 1FBZX2YM5JKB06010.
 ADDITIONAL INFORMATION:
 COST NEW: 38805 RADIUS: LOCAL USE: NA
 AGE: LIAB-4 PHYS-4
 SCHOOL BUS-PUBLIC CLASS: 6182
 COVERED AUTOS LIABILITY . \$ 522.00
 AUTO MEDICAL PAYMENTS . 26.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 182.00
 COLLISION ACV 500 DED . 187.00
 TOTAL VEHICLE PREMIUM . \$ 966.00

VEH NO 21 TERR: 110
 2018 FREIGHTLINER SCHOOL BUS ID NO 4UZABPFD5JCJG4398.
 ADDITIONAL INFORMATION:
 COST NEW: 95000 RADIUS: LOCAL USE: NA
 AGE: LIAB-4 PHYS-4
 SCHOOL BUS-PUBLIC CLASS: 6183
 COVERED AUTOS LIABILITY . \$ 583.00
 AUTO MEDICAL PAYMENTS . 29.00
 UNINSURED MOTORISTS . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 243.00
 COLLISION ACV 500 DED . 378.00
 TOTAL VEHICLE PREMIUM . \$ 1,282.00

PREMIUM SUMMARY

COVERED AUTOS LIABILITY . \$ 8,500.00
 AUTO MEDICAL PAYMENTS . 409.00
 UNINSURED MOTORISTS . 893.00
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE . 2,562.00
 COLLISION . 2,973.00

TOTAL . \$ 15,337.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMC PROPERTY & CASUALTY COMPANY
MADISON SCH DIST 1

EFF DATE: 08/22/21

QUOTE NUMBER E415421-06
EXP DATE: 08/22/22

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY INSURANCE - RATING BASIS,
FOR AUTOS NOT USED IN YOUR MOTOR
CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)

STATE	ESTIMATED COST OF HIRE	RATE	PREMIUM
EXCESS	NE	IF ANY	
		100	\$ 169.00

FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES' OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

TOTAL PREMIUM \$ 169.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

PREMIUM

OTHER THAN A SOCIAL SERVICE AGENCY			
	NUMBER OF EMPLOYEES	0 - 25	\$ 368.00
TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM			\$ 368.00

AS QUOTED ON: 06/23/21 (BPP)



CONDITIONAL

EMPLOYERS MUTUAL CASUALTY COMPANY

Quote Number: J415421-08

Q U O T A T I O N
C O M M E R C I A L U M B R E L L A

Quotation is Valid From 06/23/21 to 08/22/21
Proposed Policy Period: From 08/22/21 to 08/22/22
(Quote may be subject to change)

P R E P A R E D F O R :

P R E S E N T E D B Y :

MADISON SCHOOL DISTRICT NO. 1
PO BOX 450
MADISON NE 68748-0450

TOWN & COUNTRY INSURANCE
PO BOX 159
PIERCE NE 68767-0159

AGENCY BILL

AGENT: AB 7144
AGENT PHONE: (402) 329-4991

Insured is SCHOOL DISTRICT Business Desc: SCHOOL DISTRICT

L I M I T S O F I N S U R A N C E

Each Occurrence Limit (Liability Coverage) \$ 4,000,000

Personal & Advertising Injury Limit \$ 4,000,000
(Any one person or organization)

Aggregate Limit (Liability Coverage) \$ 4,000,000
(except with respect to "covered autos")

PREMIUM NOT SUBJECT TO AUDIT \$ 4,760.00

A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE.

AS QUOTED ON: 06/23/21 BPP



Workers' Compensation Proposal

Applicant

Madison Public School
PO Box 450
Madison, NE 68748

Quote No. 289522
Effective Date: 8/22/2021
Expiration Date: 8/22/2022
Quote Date: 6/22/2021
Quote Good Through: 8/22/2021

Agent 1049-1570

Town & Country Insurance
PO Box 159
Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
Bodily Injury By Disease \$500,000 Policy Limit
Bodily Injury By Disease \$500,000 Each Employee

Proposal Summary

Policy Unit	Remuneration	Total Estimated Premium and Surcharges
1 - Madison Public School - Nebraska	\$4,048,431	\$41,189
Grand Total	\$4,048,431	\$41,189

This is a quotation only and is not a binder of insurance or a guarantee of insurability.



Workers' Compensation Proposal

Applicant

Madison Public School
 PO Box 450
 Madison, NE 68748

Quote No. 289522
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Town & Country Insurance
 PO Box 159
 Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Unit 1 - Madison Public School	Nebraska
--------------------------------	----------

Rating Period: 8/22/2021 - 8/22/2022

Classifications	Code No.	Premium Basis Total Estimated Remuneration	Rate Per \$100 of Remuneration	Estimated Premium
DRIVERS, CHAUFFEURS, MESSENGERS AND THEIR HELPERS NOC-COMMERCIAL	7380	\$55,500	5.36	\$2,975
COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	8868	\$3,805,931	0.39	\$14,843
COLLEGE: ALL OTHER EMPLOYEES	9101	\$187,000	3.84	\$7,181

Total Manual Premium				\$24,999
\$500,000/500,000/500,000		0.8%		\$200
Subject Premium				\$25,199
Unmodified Premium				\$25,199
Experience Mod		1.26		\$6,552
Modified Premium				\$31,751
Flexible Rating Adj Factor		40%		\$12,700
Standard Premium				\$44,451
Premium Discount		9.7%		(\$4,312)
Expense Constant				\$240
Terrorism Act		1%		\$405
DTEC Act		1%		\$405
Policy Premium				\$41,189

Total Premium and Surcharge(s): \$41,189

This is a quotation only and is not a binder of insurance or a guarantee of insurability.



Workers' Compensation Proposal

Applicant

Madison Public School
 PO Box 450
 Madison, NE 68748

Quote No. 289522
 Effective Date: 8/22/2021
 Expiration Date: 8/22/2022
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 Quote Good Through: 8/22/2021

Agent 1049-1570

Town & Country Insurance
 PO Box 159
 Pierce, NE 68767

Employers Liability

Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Billing Unit 1 - Madison Public School

Billing Payment Mode: 10-10-month installment (25% down)

Initial Payment Total to Remit \$10,297.00

Installment Schedule:

Post Date	Due Date	Description	Amount
8/2/2021	8/22/2021	Installment	\$10,297.00
9/2/2021	9/22/2021	Installment	\$3,438.00
10/2/2021	10/22/2021	Installment	\$3,438.00
11/2/2021	11/22/2021	Installment	\$3,438.00
12/2/2021	12/22/2021	Installment	\$3,438.00
1/2/2022	1/22/2022	Installment	\$3,438.00
2/2/2022	2/22/2022	Installment	\$3,438.00
3/2/2022	3/22/2022	Installment	\$3,438.00
4/2/2022	4/22/2022	Installment	\$3,438.00
5/2/2022	5/22/2022	Installment	\$3,438.00

This is a quotation only and is not a binder of insurance or a guarantee of insurability.



FAKLER ARCHITECTS, L.L.C.

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

Ph. 402-228-3020

6/18/2021

Alan Ehlers, Superintendent
Madison Public Schools
700 Kent St.
Madison, NE 68748

Re: Elementary Classroom Addition

Dear Mr. Ehlers:

I am very pleased to present you with this proposal for architectural services for the above referenced project, and I look forward to being a part of your design team. Our agreement is as follows:

Client to provide:

1. Legal description of the property.
2. Any applicable zoning ordinances, restrictions, set back lines, easements or other covenants that affect the property. A title report would cover all items of concern.
3. All information and selections of Security System, Cable T.V., and Telephone systems for the project.
4. The Client's program of requirements for the project.
5. Boundary and Topographic Survey.

Architect to provide:

Architectural preliminary design and limited documentation services for a one story, slab on grade, steel structure addition to an existing school building. The structural system shall utilize a pre-manufactured steel building. Fakler Architects will act as the Coordinating Professional on the project. Services provided are as follows:

Preliminary Design Phase:

1. The Architect will generate the following drawings for the Client's review and approval.
 1. Floor Plan
 2. Exterior Elevation (1)

Changes in the Work:

The initial preliminary floor plan and exterior elevation may be changed in part or in whole on time free of charge. After completion of the second preliminary floor plan and exterior elevation, changes will be made on an hourly accrual basis as an addition to the fee.

Compensation:

Services as described above will be provided on an hourly accrual at \$125.00 per hour not to exceed \$2500.00 plus reimbursable expenses.

Billing and Payment Schedule:

1. Preliminary Design Fee is payable as shown above on a monthly progress basis.

2. This proposal covers only the services specifically mentioned herein. Any additional services requested of the Architect will be provided on an hourly accrual basis (at \$125.00/hour) and will be billed monthly.
3. Any additional services requested of the Architect's Consultants (if any) will be billed as outlined in the Consultant's proposal to the Architect.
4. Monthly billings will be on the first of the month and will be paid within 30 days.
5. Reimbursable expenses are in addition to the fee and are billed at cost plus 10%.
6. All balances past due 30 days will accrue interest at 1-1/2% per month.

Reimbursable expenses include:

- Printing/plotting*/copying
- Delivery/postal charges
- Travel and related expenses

* Plots made in the Architect's office are billed to the Client according to the following schedule:

- 8.5x11 - \$0.50 each
- 11x17 - \$1.25 each
- 18x24 - \$2.50 each
- 24x36 - \$5.00 each

Limits of Liability:

The Client hereby agrees that the Architect's liability for the project in all cases is limited to three times the amount of the fee paid.

Ownership and Use of Documents:

The Architect and his Consultants hereby retain ownership of their respective designs and documentation for the project. The Client shall not use the documentation provided by the Architect or his Consultants on other projects.

Please indicate your acceptance of this proposal by signing and initialing in the spaces provided and returning one original to me. Thank You!

Sincerely,

Michael D. Fakler

Michael D. Fakler, Architect

Client's Representative

Date

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly
HS Principal
Reid Ehrisman
MS Principal/EL

Karla Kush
Elementary Principal

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

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

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

- *BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 59-0001 IN THE STATE OF NEBRASKA AS FOLLOWS:*
- *Section 1. The Board of Education (the "Board") hereby makes the following findings and determinations:*
 - *(a) Parents and guardians are the primary educators of their own children, especially in matters of faith and morals, including sex education; and*
 - *(b) The school district is to support and assist the education of children, not to replace the parent; and*
 - *(c) The Nebraska Department of Education has proposed Health Education Standards which could infringe on parents' role as primary educators of their own children; and*
 - *(d) Parents in this District have voiced their concerns over some of the proposed Standards, making it clear that they do not intend to relinquish their role as primary educators of their own children; and*
 - *(e) Parents who support some or all of the proposed Health Education Standards have every right and every opportunity to avail themselves of any and all educational material necessary to educate their own children in a manner consistent with the proposed Health Education Standards from the Nebraska Department of Education, and their right and ability to do so is not adversely affected by this District's decision to decline the adoption of the proposed Health Education Standards.*
- *Section 2. The Board hereby directs and determines that the District will not adopt or utilize the Health Education Standards proposed by the Nebraska Department of Education. The District will make its own determinations regarding the content of its health education curriculum.*
- *Section 3. At such time as the Nebraska Department of Education removes all content which promotes ideological positions on human sexuality, the District will consider the adoption of new Health Education Standards.*
- *RESOLVED on this 12th day of July, 2021*



FAQ for you and your School Board on the Proposed Health Standards

April 2021

Q: What are "Content Area Standards"?

- A: Content area standards reflect the knowledge and skills students are expected to learn in a given content area. Because these standards create a framework for teaching and learning, they articulate a trajectory for knowledge acquisition across all grade levels so student learning builds on prior knowledge, becoming more in-depth over time. By setting clear benchmarks for learning, content area standards provide guidance to teachers as they develop learning experiences. Currently, Rule 10 (004.01A & 004.01C) requires school districts to have written guides, frameworks, or standards for all content areas in elementary, middle, and high school instructional programs.

Q: What are the proposed health standards and how can I see them?

- A: The proposed standards are posted on the Health Education Standards Development Webpage: <https://www.education.ne.gov/healthed/health-education-standards-development/>
 - The direct link to the standards is located here: <https://cdn.education.ne.gov/wp-content/uploads/2021/03/Nebraska-Health-Education-Standards-DRAFT-1-Public-Input-with-colors.pdf>

Q: Because the draft standards being discussed are health standards, it is up to local school boards to adopt or not?

- A: Yes, local school boards will determine if they adopt the Nebraska Health Education Standards.
 - More specifically, schools in Nebraska are required to include health education within their instructional programs for elementary, middle, and high schools. The instructional programs are to have written guides, frameworks, or standards. Unlike reading, writing, mathematics, science, and social studies, public school districts and accredited nonpublic school systems are not required by law to adopt the state Nebraska Health Education Standards but are required to have standards in place for health education. The decision to utilize the Nebraska Health Education Standards, in whole or part, is determined by each local school district or school system.

Q: Who wrote these proposed standards?

- A: Historically, the NDE has used Nebraska educators to write and/or revise content area standards. For Health Education, applications were made available to Physical Education, Health Education, and Family and Consumer Science teachers and administrators. The writing team was selected from the submitted applications. The Nebraska educators participating in the writing team is posted here: <https://cdn.education.ne.gov/wp-content/uploads/2021/02/Nebraska-Health-Education-Standards-Draft-1-Information.pdf>

Q: What is the role of the State Board of Education in this process?

- A: Nebraska Revised Statute 79-760.01 requires the Nebraska State Board of Education to “adopt measurable academic content standards for at least the grade levels required for statewide assessment.” Those standards shall cover the subject areas of reading, writing, mathematics, science, and social studies, and the State Board of Education shall develop a plan to review and update standards for those subject areas every seven years.

- In addition to the content area standards required by statute, the Nebraska Department of Education has developed content area standards for fine arts, physical education, health education, and world languages, as well as course-based standards for Career and Technical Education. Although not required by law, these content area standards provide a framework for quality teaching and learning for all content areas.
- An overview of the process to develop and/or revise content area standards is included in the [NDE's Content Area Standards Reference Guide](#).

Q: What is the process/timeline for standard adoption?

- A: The State Board will continue to weigh public input. They took input at their April meeting and may continue to get input in subsequent months. The Board will take final action on the draft standards likely in the Fall of 2021.

Q: How can the public weigh in on the proposed standards?

- A: Comments/input on the Nebraska Health Education standards can be provided via:
 - Email: nde.standardsinput@nebraska.gov
 - US Mail:
Nebraska Department of Education
P.O. Box 94987
Lincoln, NE 68509-4987
 - Public Input Survey: https://nde.qualtrics.com/jfe/form/SV_8dl1y2pRSfXIG8R



July 11, 2021

Dear Nebraska School Administrators and Leaders,

I am extremely proud of the work across the Nebraska education system and especially the work you have all led to ensure students and communities were well served during the course of the Covid pandemic. Nebraska led the way in the dedication to return to schools safely and managed through the darkest times of the pandemic with a clear focus on local leadership and local decision making to manage in the midst of crisis. I know I can speak for the State Board of Education members and the whole of the Nebraska Department of Education in congratulating you on this impressive work.

Over the past year we have also experienced other forms of crisis including a deep concern about the health and well-being of students in the midst of the pandemic. Schools play a critical role in the services to students in partnership with parents, caregivers, communities, extended families, and many others. This sense of community around each of our schools established by boards, teachers, and all employees in schools is a unique and unwritten function and often forgotten part of the fabric of Nebraska.

Unfortunately, over the past few months, we've experienced a crisis of confidence as we try to resume normal expectations of system leadership. I regret that concerns over the proposed health education standards are fueling part of that crisis of confidence in the Department and across the education system in Nebraska. The State Board of Education has taken hours of comment and early on asked that we proceed to a second draft that addresses the concerns heard from parents, grandparents, schools and elected leaders. Perhaps lost in the other information available, but important for you to know, the State Board discussed in the June Board meeting creating a second draft with parameters that would remove many of the explicit examples and reframe sensitive topics as important process for local schools with the intentional inclusion of parents and families at the local level.

During the June State Board meeting, I outlined an intention to review the standards drafting process to better engage stakeholders, engage school leaders, and engage others. Though the health education standards were drafted in a similar process as other content areas, it clearly did not serve us well in this instance. This is unfortunate as it has created a still escalating concern and the Board and I are committed to bringing that to a resolution.

Over the last week, I have spoken with the Governor and many superintendents about the concerns and the next steps of the Board. I can share that before August we will be vetting a 2nd draft for public release. This second draft will also make clear that managing sensitive health related topics be thoughtfully conducted with parental input at a local level as I know is already a regular process across the state.

I remain dedicated to addressing equity and diversity in our schools, but I am not interested in basing that work on anything divisive. Our focus at NDE has always been on ALL Nebraskans and we continue to be driven by our mission. I, like most of you, was not familiar with Critical Race Theory (CRT) and the concerns that are now becoming a significant distraction to the necessary education work ahead. Without doubt, our nation has been gripped by concerns about race and equal treatment of people, but we will not heal through divisive rhetoric on any issue. Instead, we must focus on those things that unite us to ensure that every student across Nebraska can achieve the American dream of setting and accomplishing goals that make them successful and productive in their future and ensure that Nebraska is well served by a college, career and civic ready future generation.

I will share more with you in the coming weeks and also address the intentional slowdown of a pace of proposing changes in rules and regulations. Though there are many things we cannot control, I do hope to support all of you in your critical mission more effectively as we continue to manage in this challenging time.

I end this letter as I started it. I am extremely proud of the education system in Nebraska as it is established with strong local leadership and strong sense of community and family involvement in public and non-public schools. We remain focused on our shared mission in educating the next generations of Nebraskans to ensure a bright future for all. Each year is an opportunity of a lifetime for our students and for each of us. We can be confident to begin the 2021-22 school year with a great sense energy and excitement for our future.

Thank you for your leadership and commitment to education in Nebraska.

Sincerely,



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

cc. State Board of Education

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly
HS Principal
Reid Ehrisman
MS Principal/EL

Karla Kush
Elementary Principal

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

Travis Jordan
Director of CAI
Crystal Ernst
Instructional Coach
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.

- Plan for Safe Return:

The district's current plan is to start the 2021-22 school using our original district calendar and operating as normal as possible while following the recommended CDC and Local Health Directives.

Low Risk:

- Standard operating procedure
- Practice good hygiene
- Regular cleaning procedures

Moderate Risk:

- Temperature checks in buildings and buses
- Practice social distancing throughout the school district
- Drinking fountains closed
- Masks are encouraged but not required
- Extra cleaning procedures
- Classrooms are spread out with all desks facing the same direction
- Lunch and breakfast routines adjusted
- Arrival and dismissal staggered
- No academic field trips
- Follow NSAA recommendations for athletics and activities
- After-school program continues w/guidelines

Elevated Risk:

- Continue all moderate risk measures
- Masks provided and required
- Social distancing enforced
 - Schedule adjustments
 - Dismissal protocol
 - Passing time adjusted
 - Restroom usage staged
- No visitors or outside groups
- Follow NSAA recommendations

- K-8 technology device sent home daily/cleaned according to tech department guidance
- After-school capacity reduced
- Multiple temperature checks daily

Severe Risk:

- Continue all moderate and elevated risk measures
- Modified half capacity blended learning plan
 - Each building has 50% attendance daily
 - Students attend 2-3 times weekly
 - Students continue full schedules with exploratory/specials
 - Students will complete online assignments on “home-learning” days
 - Grades will count towards credit
 - IEP’s will be followed

OR

Full online learning if directed by NDE/Local Health Department/Governor



Madison Public Schools

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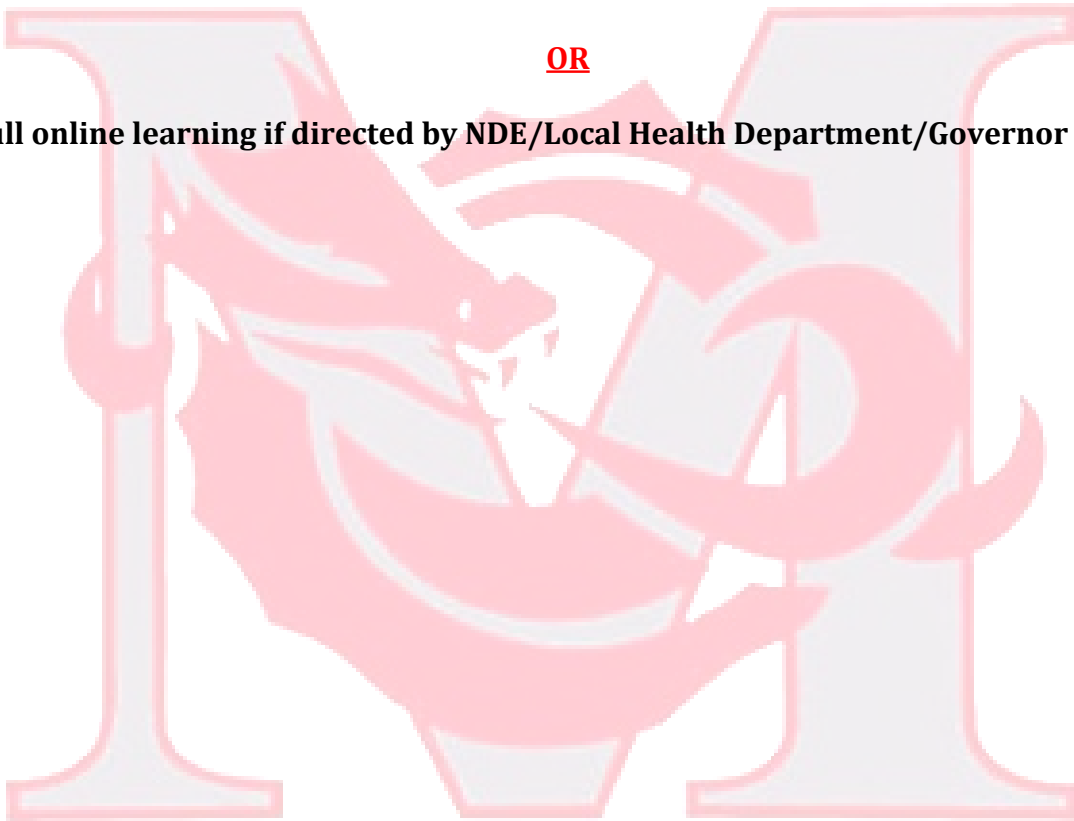
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MADISON PUBLIC SCHOOLS



HANDBOOK FOR CERTIFICATED STAFF

2021-22

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FOREWORD

Intent of Handbook

Welcome to the Madison Public Schools! This handbook is intended to provide general information about the Madison Public Schools and to serve as a basic guide to many of the district's policies, rules, and regulations, benefits of employment, and performance expectations. Full copies of district policies are located on the district website.

References in this handbook to "teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing or to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Madison Public Schools Board of Education and the Madison Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, or Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the district.

This handbook will be in effect for the 2021-22 and subsequent school years unless replaced by a later edition.

School Mission Statement

Preparing students to be competent, confident, productive, and responsible citizens.

The district seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students;
 - Addresses diverse learning needs;
 - Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
 - Develops expected work ethics, as well as group participation and leadership skills;
 - Incorporates character education and multicultural education, including respect for diversity;
 - Provides for application of technology in all learning areas;
 - Provides access to advanced courses; and
 - Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment that includes:
 - A welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 - Learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Board of Education

Harlow Hanson	President	Deb Neidig	Member
Jim Reeves	Vice-President	Kate Ebeling	Member
Steve Ruh	Secretary	Jim Knapp	Member

Administration

Alan Ehlers	Superintendent
Jim Crilly	Secondary Principal
Karla Kush	Elementary Principal/Curriculum Director
Reid Ehrisman	Middle School Principal/IPM/EL
Travis Jordan	Director of Curriculum, Assessment & Instruction
Landonn Mackey	Athletic Director/IT Teacher
Crystal Ernst	Instructional Coach

Teachers

Name	Position	Name	Position
Trisha Braithwait	K-12 Media/Tech Coordinator	Aly Jurgensmeier	MS/HS FCS
Dana Brandl	HS Math	David Kaps	Elementary PE
Brisa Calderon	2 nd Grade	Garrett Koopman	New Directions/Sr English/Woods
Morgan Caspersen	Academic Support-Elem	Patrick Kratochvil	HS Science
James Cooper	3 rd Grade	Brittney Kunz	MS/HS School Counselor
Collin Crilly	5 th Grade	Vanessa Lafleur	HS Language Arts
Joe Crilly	Middle School	Jane Lewis	3 rd Grade
Julie Engelmann	6-12 EL	Erin Mackey	1 st Grade
Randi Ernest	Kindergarten	Leigh Ann McCartney	SpEd
Jennifer Fees	5-12 Instrumental/6-12 Vocal Music	Josh McPhillips	7-12 Spanish/Business
Jonita Ferguson	MS Special Education	Bobbi Middleton	Middle School
Rob Fite	HS Social Studies	Chris Miller	6-12 PE
Suzy Foley	HS Science	Nixel Ortiz	MS EL
Kari Frauendorfer	Kindergarten	Trent Osnes	HS/MS Business/CTE
Dan Fuhs	HS Social Studies	Kara Philips	Ag Instructor
Lareesa Greunke	Middle School	Audrey Pollreisz	Elementary Special Education
Rachel Harriman	PreK-3	Regan Ramaekers	Elem EL
Tom Harrington	Middle School	Erin Reeves	2 nd Grade
Beth Hauger	4 th Grade	Hannah Rice	1 st Grade
Kayla Herfel	4 th Grade	Teryn Rother	Elementary School Counselor
Connie Herz	MS Title I	Jessica Ternus	Pre-Kindergarten
Paige Holub	7-12 Math	Nicole Unkel	SpEd
Samantha Jacobson	SpEd	Teresa Wagner	HS LA/Drama/Elem Vocal Music
Dawn Johnson	Middle School	Kay Wehrle	Elementary Title I
Vicky Jones	5 th Grade	Casey Wolta	MS/HS Art

Other Certificated Staff

Lisa Holoubek	Nurse
Makel Sazama	Nurse

Article 1 – SCHOOL CALENDAR AND SCHEDULES

School Calendar

The official school calendar is a Google Calendar maintained in the central office by Jackie Stueckrath that includes all school-related events for the entire school year and is available as a reference for all staff. Any staff member planning an activity that involves school students or school facilities should contact Jackie about putting that activity on the calendar after consulting with and receiving permission from the Building Principal. Wednesday night of each week is reserved for church night. No school activities may be planned after 6:00 this night. There will be no school activities, practices, workouts, rehearsals, etc. on Sunday without specific, prior permission from the Superintendent.

Daily Schedule

Building principals will provide daily class schedules.

Shortened Schedule

When it becomes necessary to adjust the length of a school day, instructional schedules will also need to be adjusted. Building principals will provide this schedule information.

Severe Weather and School Cancellations

The superintendent is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the superintendent's staff will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly.

Decision to Close Schools: A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students or staff to go to school. Decisions whether to have school will be made as early as possible. In any case, an announcement will be made to the news media when schools will be closed. In some instances, schools will be open, but certain activities may be cancelled or rescheduled. Some staff may be designated as being required to come to school even in the event of a school closing.

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions: Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions: The Madison Public Schools utilize auditory signals when it becomes necessary to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and other critical incidents that are based on PA announcements of color codes. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Contract Days

Teachers are contracted for 185 contract days also referred to as the “contract year”. Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

Make-Up Days

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days may not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to fulfill the full number of contract days. This decision will be made and announced on or about April 15.

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Employment

A teacher is employed by the Madison Public Schools when the teacher signs the specified contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before such date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the designated date shall constitute cause for termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the district. A staff member who submits their resignations to the Board of Education by April 14 will be released from the next school year's contract unless the resignation would occur during the contract year. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education. The district will enforce the continuing contract of teachers accepting employment for the next school year under the provision of Neb Rev. Stat. §79-820.

Teaching Certificates and Transcripts

In order to include teachers in payroll action, it is required that a current teaching certificate be properly registered and filed in the superintendent's office. Transcripts of all your college work must also be filed in the superintendent's office. To receive advancement on the salary schedule, transcripts showing completed college courses toward a master's degree must be presented to the superintendent by September 1 of the current school year.

Assignments

The professional duties to be performed by a teacher with the district shall be subject to assignment by the superintendent and/or building principal. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the cocurricular programs of the district, which shall be upon such terms and conditions and at such additional rate of compensation as set forth in the negotiated agreement. The cocurricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in extra duty assignments will be considered when evaluating the teacher's overall performance to the district.

Personnel File

The district will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109. Teachers may schedule a mutually agreeable time to review the contents of their personnel file in the superintendent's office.

Grievances and Complaints

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints should be addressed through the administrative chain of command following the process set forth in Board policy 3035.

Compensation

Regular Salary and Extra-Duty Compensation. Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the district and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

Changes in Salary Schedule Placement: the provisions of the negotiated agreement shall govern changes in a teacher's placement on the salary schedule. Teachers are expected to provide the superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on or before the 20th of the month. In emergency cases exceptions may be made, subject to the approval of the board. In no case shall the board advance more than one month's salary.

Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at 1/185 of the base salary.

Benefits

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by August 31 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the office of the superintendent in writing of any changes in benefit status.

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group

health plan coverage available and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Payroll and Payroll Deductions

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

Expense Reimbursement

Reimbursement for authorized expenses (mileage, food, fuel, etc.) will be paid to teachers traveling on school business. Claims for reimbursement should be submitted to your building principal on an Expense Disbursement Request form.

403(b) Salary Reduction Agreements

The district will cooperate with any teacher who chooses to participate in an investment program under an Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the district. Christensen Brozek Faltys has been secured by the district as the Third-Party Administrator for 403(b) plans.

Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time.

Teacher Evaluation

The Board of Education of Madison Public School District #1 is of the philosophy that the key to successful classroom instruction is the classroom teacher. The Board believes that every teacher is or should be capable of improving his or her performance. As such, the Board of Education directs the administrative staff to continuously evaluate the performance of the teaching staff in writing to the superintendent of schools.

Philosophy and General Procedures: Evaluation is a cooperative process wherein the individual being evaluated and the one responsible for making the evaluation feel a joint responsibility to focus upon performance areas needing improvement, and to work together to achieve the best results. Evaluation is a means, not an end in itself. It should motivate both self-improvement and assistance for the evaluator. Evaluation is more than mere inspection and rating. Performance guidelines and standards are available which employees may use in self-evaluation, and which evaluators may utilize as they counsel and assist. In addition, recognition should be given to employees who have received superior evaluation reports. It is also important that an evaluation conference is held between the evaluator and the employee, a documented record is maintained on the evaluation process and conferences, and a signed copy of all evaluation records is given to the employee.

Purposes of a Continuous Program of Teacher Evaluation:

1. Bring about improvement of teacher performance and, as a result, provide improved educational services for students.
2. Insure the best possible teaching staff so that the goals and objectives of the school may be achieved in the most effective and efficient manner.
3. Permit collection of group data about teachers for the purpose of identifying staff development and in-service training needs.
4. Provide for accurate and effective documentation of the performance of the teaching staff for use in making decisions about retention or dismissal.

Instructional Goals:

1. The Board of Education and the selected staff of Madison Public School will provide a comprehensive school program that meets the needs of each individual in a fair and impartial manner.
2. The curriculum will assure that the students have exposure to subjects that are common to all vocations. It will include courses relative to college preparatory and vocational programs. Programs will be designed to fit those students who have very special needs.
 - a. Each student will be instructed at a level of difficulty that considers the individual's capability to comprehend the material. Instructional methods and procedures will provide for varying rates of development in accordance with individual ability.
 - b. Each student will be given credit for grading consideration from a developmental pattern of daily work assignments. The instructor will consider the innate capability of the student.
 - c. The instructor will establish a pattern of testing that will illustrate that the students are gaining mastery in the subject area being taught. NOTE: There should be weekly grades recorded in the instructor's grade book.
 - d. The instructor should have techniques of instruction that key into the sensory learning experiences. Supposedly, the more senses used at one time the greater the chance of the learning experience to happen. Visual auditory, writing, touching, and smelling are types of sensory instructional techniques. The instructor should use appropriate audio-visual aids to help reinforce the learning concepts.
 - e. The instruction should be individualized enough to enable all students to experience academic growth and personal success. (Curriculum Modification.)
 - f. Self-discipline and citizenship will be illustrated by the students and encouraged by the instructors.
 - g. Each teacher is employed to provide instruction in any public school with an emphasis on common honesty, morality, courtesy, obedience to law, respect for the national flag, the constitution of the State on Nebraska, respect for parents and the home, the dignity and necessity of honest labor, and other lessons of a steady influence which tend to promote and develop upright and desirable citizens. (School Law - 79-215)

Objectives of the Evaluation Process:

1. To improve instruction.
2. To upgrade the total educational program.
3. To clarify duties and responsibilities.
4. To enhance working relationships between employees.
5. To assess strengths and weaknesses.
6. To establish directions and guidelines.
7. To enhance communications.
8. To determine suitability for reemployment.

Evaluation Responsibility:

1. The Board of Education has primary responsibility for evaluating the superintendent.
2. The superintendent has the primary responsibility for the evaluation of the director of curriculum and assessment and building principals.
3. The Principal of the secondary school has the primary responsibility for the evaluation of all secondary staff.
4. The Principal of the elementary school has the primary responsibility for the evaluation of all elementary staff.
5. The Principal of the Middle School has the primary responsibility for the evaluation of the Middle School staff along with the cooperation of the secondary principal.
6. The superintendent shall review all evaluations carefully.

Additional information related to evaluation of certificated staff members is provided annually in a separate document.

Disciplinary Situations and Unpaid Leave

The district's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules or other issues of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Courtesy Passes

As a means to encourage teacher support for their students, all school personnel and Board members and their spouses along with school age children (K-12) will be provided courtesy passes to all school sponsored activities.

Article 3 – ABSENCES FROM WORK

Paid Sick and Personal Leave

Teachers are provided with various forms of paid leave as specified in the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement. Leave provided by the district is to be used for the purpose intended. Abuse of leave privileges is fraud, affects the students, other staff, and the entire district and will not be tolerated.

Requests for Leave: Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important. A teacher who becomes ill and is unable to work is to contact the building principal as directed by that principal. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the building principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as soon as possible.

Return from Leave: Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school year as the denominator.

Emergency Medical and Maternity Leave Bank

An Emergency Medical and Maternity Leave Bank is provided to self-insure certificated staff members from financial loss due to extended absence from contractual duties, is provided in a separate document.

Jury Duty

A teacher who is summoned for jury service shall promptly notify the principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the district may reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the principal of any other form of legal summons that may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, “reserves”), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher’s regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. Some specifics regarding FMLA leave at Madison Public Schools:

1. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.
2. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, please contact the superintendent.

Article 4 – DUTIES AND RESPONSIBILITIES

Hours of Work & Meetings

Regular, dependable attendance at work is an essential function of a teacher's employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

School buildings may have different starting and ending times for the student day. Certificated employees assigned to a building are to spend a minimum of eight hours on duty, including lunch break (30-minute lunch), except that duty-free lunchtime can be spent off-site. The building principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required duty time.

Certificated employees may be required to serve on playground, lunchroom, hall supervision, or other types of duties as designated by the building principal. The principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

Teachers shall attend all meetings called by the administration, department heads, and team leaders, except those meetings that are designated for optional attendance.

Leaving School

Teachers are considered on duty at all times during the school day including during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not regularly assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out in a manner designated by the building principal.

Teachers may not leave school during duty hours without approval of the principal. If the absence has been approved, the teacher must check out with the principal's office when leaving and check back in with the principal's office upon return. Teachers who need to leave during the school day for reason of illness or emergency are to check out with the principal's office no earlier than proper student coverage has been provided.

Lesson Plans

Teachers will prepare written lesson plans in the plan book that outline class activities for the week. Please keep the lesson plan book, class rosters, etc. in an easily accessible location in the classroom. The lesson plan book and related materials should be kept in a place readily available in the teacher's absence.

Lesson plans must be sufficiently clear to establish objectives and related activities so that a substitute teacher or other staff member not familiar with previous classroom activities or progress easily uses them. The plan book must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

Class Records

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in a class record book (sometimes referred to as the grade book) or electronic equivalent (such as Infinite Campus). This class record book must be kept current and include the following minimum information in a readily understandable fashion:

1. The names and any assigned student numbers of all students enrolled in the class at the beginning of the semester.
2. A complete record of the attendance of each student enrolled showing:
 - a. Days on which the student was tardy.
 - b. Days on which the student was absent, with a differentiation between excused and unexcused absences.
3. A complete report of all recorded grades for each student shall be recorded in the Daily Class Record and/or in Infinite Campus as directed by your building principal. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. Teachers must be able to support and justify the grades that each individual student earns. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. Grades are to be recorded in all curricular areas.

Classroom and School Procedures

Teachers are expected to adhere to these classroom and school procedure in the performance of their duties:

Bulletin Boards: Each teacher shall be responsible for completing appropriate bulletin Board regarding curriculum related matters in their primary classroom. Bulletin Boards should be kept up to date with instructional issues covered during the school year.

Textbook and Room Inventory: All school purchased materials must be inventoried. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student to whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

Working with Paraeducators: Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. Paraeducators are not permitted to assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the paraeducator in a supportive role. Paraeducators may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin Boards, grading tests or class work, and calculating and recording grades. Paraeducators are to work only on their assigned workdays and within their assigned workday. If the teacher desires the aide to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

Use of Student Aides: Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade objective tests or class work, calculate student grades or record grades. Keys should not be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

Checking Out Equipment: All equipment must be checked out through the building principal.

E-mail: Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, should respond in a timely manner to e-mails requiring a response, but should avoid checking and responding to e-mails during instructional time. Use of the district's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in board policy and this handbook.

Teacher Mail Box: Each teacher will be assigned a mailbox located near the office. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communications regarding school business.

Teachers Meetings: Teachers' meetings will be held at times designated by the administration. All teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety:

Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful about physical contact with students. Use of corporal punishment is prohibited in the Madison Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language is not appropriate in any situation involving students. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).

- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance

The office should be notified immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.)
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who is not wearing appropriate identification and/or refuses to go to the office).

Student Searches

Office administration should also be contacted before performing searches of students or their belongings. Direct a student suspected of having an item in violation of school rules to accompany you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations (such as Special Education, ELL, etc.) must be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in

restrooms, at assemblies, at activities, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator. The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will generally accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation of all actions you have taken to resolve the student's behavioral problem.
5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the district.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules that are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the principal so this law may be followed.

Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the district's Safety and Security Management Plan and the district's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Reporting Child Abuse

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation that would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;
- (c) Deprived of necessary food, clothing, shelter, or care;
- (d) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (e) Sexually abused; or
- (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Teachers are to inform their principal in the event they believe a report should be made. Administrative staff will then report the situation to the proper authorities.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Professional Ethics Standards

The Madison Public School District expects all employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards that certificated employees are expected to adhere to include those set forth below. References to “educator” shall include all employees of the district.

Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics. The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school Board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school Board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or Board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall

work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions that interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing Boards are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which it is intended.

STANDARDS OF COMPETENCY

Administrative and Supervisory Requirements

Educators must possess the abilities and skills necessary to accomplish the designated task. Each educator shall:

- * Keep records for which he or she is responsible in accordance with law and policies of the school system,
- * Supervise others in accordance with law and policies of the school system,
- * Recognize the role and function of community agencies and groups as they relate to the school and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each teacher and special services counselor shall:

- * Utilize available instructional materials and equipment necessary to accomplish the designated task,
- * Adhere to and enforce written and dated administrative policy of the school that has been communicated to the teacher or special services counselor,
- * Use channels of communication when interacting with administrators, community agencies, and groups, in accordance with school policy.

Each administrator shall:

- * Use available instructional personnel, materials and equipment necessary to accomplish the designated task,
- * Adhere to and enforce school law, state Board regulation, and written and dated school Board policy which has been communicated to the administrator,
- * Use channels of communication when interacting with teachers, community agencies and groups in accordance with school policy.

Analysis of Individual Needs and Individual Potential

The educator shall utilize or promote the utilization of diagnostic techniques to analyze the needs and the potential of individuals. These may include but need not necessarily be limited to:

- * Personal observation,
- * Analysis of individual performance and achievement,
- * Specific performance testing.

Instructional Procedures

Each educator shall seek accomplishment of the designated task through selection and utilization of appropriate instructional procedures.

Each educator shall:

- * Create an atmosphere that fosters interest and enthusiasm for learning and teaching,
- * Use procedures appropriate to accomplish the designated task,
- * Encourage expressions of ideas, opinions and feelings.

Each teacher shall:

- * Create interest through the use of materials and techniques appropriate to the varying abilities and background of students,
- * Consider individual student interests and abilities when planning and implementing instruction.

Each administrator shall:

- * Support the creation of interest by providing the materials, equipment and encouragement necessary for the teacher to accomplish the designated task,
- * Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

Communication Skills

In communicating with students and other educators, each educator, within the limits prescribed by his or her assignment and role, shall:

- * Utilize information and materials that are relevant to the designated task;
- * Use language and terminology that are relevant to the designated task;
- * Use language that reflects an understanding of the ability of the individual or group;
- * Assure that the designated task is understood;
- * Use feedback techniques that are relevant to the designated task;
- * Consider the entire context of the statements of others when making judgments about what others have said; and,
- * Encourage each individual to state his ideas clearly.

Management techniques: The educator shall:

- * Resolve discipline problems in accordance with law, school Board policy, and administrative regulations and policies;
- * Maintain consistency in the application of policy and practice;
- * Use management techniques which are appropriate to the particular setting such as group work, seat work, lecture, discussion, individual projects and others; and,
- * Develop and maintain positive standards of conduct.

Competence in Specialization: Each educator shall:

- * Possess knowledge, within his or her area of specialization, consistent with his or her record of professional preparation;
- * Be aware of current developments in his or her field; and,
- * Possess knowledge of resources that may be utilized in improving instruction in his or her area of specialization.

Evaluation of Learning and Goal Achievement: An educator shall accept responsibility commensurate with delegated authority to evaluate learning and goals achievement. Each educator shall:

- * Utilize several types of evaluation techniques;
- * Provide frequent and prompt feedback concerning the success of learning and goal achievement efforts;
- * Analyze and interpret effectively the results of evaluation for judging instruction, the achievement of stated goals, or the need for further diagnosis;
- * Utilize the results of evaluation for planning, counseling and program modification; and,
- * Explain methods and procedures of evaluation to those concerned.

Human and Interpersonal Relationships: Educators shall possess effective human and interpersonal relations skills. Each educator shall:

- * Allow others who hold and express differing opinions or ideas to freely express such ideas;
- * Not knowingly misinterpret the statement of others;
- * Not show disrespect for or lack of acceptance of others;
- * Provide leadership and direction for others by appropriate example;
- * Offer constructive criticism when necessary;
- * Comply with reasonable request and orders given by and with proper authority;
- * Not assign unreasonable tasks; and,
- * Demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: In assessing the mental or physical health of educators, no decision adverse to the educator shall be made except on the advice or testimony of personnel competent to make such judgment by reason of training, licensure and experience. However, certain behaviors are held to be probable cause to examine, and each educator within the scope of delegated authority shall:

- * Be able to engage in physical activity appropriate to the designated task except for temporary disability;
- * Be able to communicate so effectively as to accomplish the designated task;
- * Appropriately control his or her emotions; and,
- * Possess and demonstrate sufficient intellectual ability to perform designated tasks.

Individuals having questions about these standards may contact:

Certification Counsel
Nebraska Department of Education
P. O. Box 94933
Lincoln, NE 68509-4933
Phone: (402) 471-0732

Role Model

Teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner. In no situation should any student ever be present when teachers are discussing disagreements with school policy, administrative regulations, or other professionally- or personally-related issues.

Relationships

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with

students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming are one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. Building administrators may establish more detailed guidelines for individual teachers, individually or collectively, should that be necessary.

Private Tutoring

Teachers are employed to provide individual assistance to students as a regular part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the district) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the superintendent or designee.

Outside Employment

Teachers shall not perform duties unrelated to district employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the district of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

Board Meeting Protocol

Teachers are welcome to attend meetings of the Board of Education. As employees of the district, it is important to understand and observe proper protocol for such attendance and/or participation in board meetings:

1. According to state statute and Board policy, the Board meeting is a business meeting during which the Board conducts the official business of the district.
2. Each meeting has an agenda. Items may be placed on the agenda by contacting the superintendent. In order that Board members may have adequate notice of agenda items, please request inclusion on the agenda by the Wednesday of the week preceding the meeting.
3. Board meeting attendees may address the board during the public forum portion of the meeting or when invited to do so by the board president or other official leading a particular section of the meeting.
4. Teachers typically have input into the business of the meeting through their work on school committees.
5. Please follow the appropriate chain of command prior to bringing issues to the Board of Education. For instance, it is improper to address a concern at a board meeting if you have not utilized the proper channels in your building and district.

Article 6 – ACADEMIC MATTERS

Purpose and Goals of Academic Achievement

The Madison Public Schools Board of Education is committed to providing a quality education for all Madison Public Schools students consistent with the school’s mission statement. Effective, quality instruction by teachers is an essential means of meeting the district’s mission of providing a quality education.

Teaching to Student Understanding to Assure Learning

Each teacher is responsible for teaching in a manner to meet the mission of the district and to assure student understanding and learning of the principles and concepts presented to students within the curriculum adopted by the district. Teachers will model classroom instruction on the educational model implemented by the district and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration may provide periodic in-services regarding the instructional model.

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration. In the event there is a desire to modify the approved curriculum of the district, the teacher should discuss such changes with the Curriculum and School Improvement Committee.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education, students with other disabilities that impact the educational program (504 students), and limited English proficient students (LEP or ELL students). The district’s policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

Measuring and Reporting Academic Achievement

Grades and Grading: Measuring and accurately reporting the level of each student’s academic achievement is of critical importance to students, parents, staff, the Board of Education, and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school District, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each semester to provide an accurate evaluation of each student’s academic achievement for that period. It is recommended that the teacher record at least two grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. Grades are to be recorded in all curricular areas.

Recording Grades. Each teacher shall record grades in the Daily Class Record and/or in Infinite Campus as directed by your building principal. A sufficient number of grades must be recorded in the grade book to justify all semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grading Scales. Teachers are to use only the grading scales set forth below. The building principal must approve any deviation from the approved grade scales.

Grades K-5

As shown on report cards used in primary and intermediate elementary grades.

Grades 6-12

A= 94%-100%

B= 86%-93%

C=78%-85%

D= 70%-77%

F= 0%-69%

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales may be used on official records or reports.
2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference that includes the teacher(s) involved and the principal. In the event parents or students question a grade, the parents/guardians and/or student may be included in the conference. Failure to resolve the issue will result in a second conference involving the superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the superintendent unless the superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the district.

A student transferring into the Madison Public Schools at the fifteen-to eighteen-week time period will have all grades on transcripts from an accredited school accepted for semester credit. The principal must approve grades for credit.

Grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents at the close of each grading period during the school year.

The end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes that are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents may not always be helpful or reasonable under these circumstances, but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Mid-Semester Progress Reports To Parents. Mid-quarter progress reports are prepared at or near the middle of each grading period. These reports will be mailed to all parents.

Parent-Teacher Conferences

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the first and second semesters.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books that include all student assignments, work, or tests completed within five (5) days of the date of the Parent-Teacher conference.

Use of Audio-Visual Materials

All ESU #8 materials should be ordered through the library media center.

1. Pursuant to the U.S. copyright law, teachers may not request the taping of TV programs for which there are no videotape and reuse rights for educational use. Teachers will be held personally liable for such acts.
2. Library media center videotape recordings will be used solely for viewing in the course for classroom instruction or related educational activities.
3. Educational films and videos make a unique contribution to the classroom. They make complex processes clear. They make people and events come alive. They can provide a vicarious experience where real experience is impossible. They provide a means of reaching students with verbal and visual learning styles. They have unquestioned appeal for today's students. Consider the selection of these materials carefully before they are used in the classroom. If you have not previewed the material, it should not be shown in your classroom. There are times when video materials represent the true historic events of a violent nature. The school neither condones nor promotes violent behavior. Educators do, however, want to provide the students with an accurate picture of such events, at an appropriate developmental level.
4. Madison Elementary School will not show a movie with a more mature rating than PG. If a PG movie is to be shown, parents will be notified in advance and have the option to remove their child from class for an alternative assignment.
5. Madison Jr.-Sr. High School will not show any movie with a more mature rating than PG-13. When a PG-13 movie is to be shown, parents will be notified in advance and have the option to remove their child from the class for an alternative assignment. Rented movies may be used in the classroom only if they meet all of the following guidelines:
 - a. All videos must be previewed and shown by the teacher.
 - b. All videos must be shown within the school day.
 - c. All videos must be shown in a classroom or place devoted to instructional activity.
 - d. All videos must be part of a regular instructional activity and must enhance the learning activities and work toward identified curriculum standards.
 - e. Use a lawfully made copy.
 - f. Movies shown for entertainment at either the elementary or high school must meet the same rating requirements listed above and must have proper license to be shown.
6. If it is necessary to send more than 4 students from a single classroom to the library media center at one time, the whole class should be scheduled to meet in the library media center with the teacher responsible for supervision of the class. The teacher should schedule the class meeting in the library media center at least one day in advance. Elementary classes will be scheduled for library time. Additional periods need to be scheduled through the office.
7. The use of school equipment for a teacher's own personal use will be kept at a minimum and used only upon permission of the superintendent.

8. Teachers are not to use school equipment and material to help them out in some position they might hold in an organization outside of school unless the school is reimbursed for the material used.
9. Materials (transparencies, etc.) prepared with school supplies, or prepared by the library media center or ESU #8 become the property of the Madison Public Schools library media center.

Field Trips

The principal may authorize field trips and excursions when such events contribute to the achievement of education goals of the school District. The school District will provide transportation for field trips and excursions. Excursions are defined as brief educational trips beyond the boundaries of the school grounds beginning and ending in a single class period.

In authorizing field trips and excursions, the principal shall consider the financial condition of the school District, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent. Written parental permission will be required prior to the student's participation in field trips. The superintendent's approval will be required for field trips outside the state. Board approval will be required for field trips which involve unusual length or expense.

Field trips and excursions are to be arranged with the principal well in advance. A detailed schedule and budget must be submitted by the employee. The school District will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher may be required to submit a written summary of the event.

All field trips are to be completed before May 1.

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

Drug-Free Workplace

The district has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike-controlled substance is prohibited. In addition, teachers are expected to serve as role models for students and will be considered to have violated the district's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment teachers will abide by the district's drug-free workplace policies and notify the superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the district's drug-free workplace policies. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Smoke and Tobacco-Free Workplace

The use of tobacco products in the district's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

Weapon-Free Workplace

The district prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination. The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse. The term "weapon" means an instrument or object used or which may be used as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sand club, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switchblade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or

- any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
 - h. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
 - i. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received prior approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
 - j. Any other object that is designed for or intended for use as a destructive or injurious device.

Use of District Computer Network and Internet

Teachers have access to the district's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district. In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the district's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin, sexual orientation, or religion. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
9. Teachers will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the district.
10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or

destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.

12. The district will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the district's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the district for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The internet will be supplied for your use on an "as is, as available" basis. The district does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The district is not responsible for the integrity of information accessed, or software downloaded from the internet.
15. The district reserves the right to refuse posting of files, and to remove files.
16. The district further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the district's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the district's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the district may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

Use of School Facilities

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, arm the security system, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus

supplies or equipment, including items that have been placed in the trash, should not be removed for non-school use without approval from the administration.

Care of School Property

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined. Do not permit students to sit on desks or tables.

Use of School and Personal Telephones

Professional calls: Teachers may use the telephone for professional reasons at any time they are not responsible for teaching or supervising students. All long-distance calls will require a four-digit access code. These codes will be provided at the beginning of the year.

Personal calls: Please make personal calls outside of school time or to a minimum if necessary, during duty time. No long-distance personal calls are to be charged to district phones. Rather, please use your own cell phone or charge the call via a calling credit card.

Student use of phones: Students are not to be allowed to use school phones unless the teacher or office dials the call and the teacher or office supervises the call. Students may not use classroom or public phones during class time.

Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. With certain limited exceptions, teachers are not to bring their children to school with them in lieu of taking them to childcare.

Salespersons

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for planning time or at such other times as may be designated by the building principal or superintendent.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific prior approval from the superintendent. Teachers shall not use time for which the teacher is on duty or paid by the district to engage in any activity for personal financial profit.

Security of Desks and Lockers

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The district is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

Bulletins and Announcements

Bulletin Boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Staff are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- The nature of the copyrighted work;
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and,
- The effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

Lost and Found

Teachers who find lost articles are asked to take them to the office, where the owner can claim the articles.

Safety

Safety Program

The district has established a Safety and Security Management Plan that includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The plan may be obtained for review or copy from the principal or the superintendent.

Safety Practices

Guidelines for safe work practices that teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin Boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. Do not assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of School Vehicles

School vehicles may be used only for approved school activities. Teachers who have occasion to transport students are encouraged to do so in school vehicles. Check with the central office to determine whether a school vehicle is available for planned trips. Reserve use of the vehicle by completing the scheduling form located in the school office. Vehicle keys are located in the building office and are to be returned at the conclusion of the trip. The fuel tank will generally be filled prior to all trips scheduled as described. In the event that additional fuel is needed during the trip, submit a reimbursement request when you return. When the vehicle is returned at the end of the trip, be sure to fill the fuel tank according to the rotation schedule posted in the vehicle or in the school office and submit the charge slip to the business manager. Be sure to complete the vehicle use form at the beginning and end of each trip with all requested information. Finally, be sure that the vehicle is left in good condition for its next user.

Use of Personal Vehicles

Teachers who have occasion to transport students are encouraged to do so in school vehicles. Check with the central office to determine whether a school vehicle is available for planned trips. In the event a school vehicle is not available, please obtain permission from your building principal to use your personal vehicle. Staff will be reimbursed at the government rate for properly approved use of personal vehicles.

Accidents

Every accident that results in a personal injury must be reported to the principal and school nurse immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

Staff Parking Areas

Please use school-provided parking lots to park personal vehicles. On-street parking is discouraged because of its effect on traffic flow and the potential to inhibit easy access by emergency personnel. Staff are not allowed to park in Visitor Parking spots. Any questions, please refer to your building Principal.

Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

Purchasing Supplies, Materials, Equipment, or Other Items for Instruction or Activities/Athletics

General Information: The Board of Education sets the official budget for each school year and delegates certain budgetary responsibilities to District administrators. District administrators allocate budgetary amounts to teachers/departments/programs and provide information about processes and allowable expenses to staff.

Procedures: Proper planning is necessary to order materials for timely delivery. Staff desiring to purchase items are advised to discuss such purchases with their supervisor. Staff may request consideration to purchase items through the completion of requisition forms (spring) or purchase orders (during the school year) which do not exceed amounts allocated by the principal, activities director, or athletic director. Completed requisitions or purchase orders for instructional materials are to be submitted to the teacher's principal for initial approval and coding by Wednesday of the week. Orders for activities or athletic items are to be submitted for initial approval to the activities director or athletic director, respectively, by Wednesday of the week. The principal, activities director, and athletic director will then submit tentatively-approved requisitions or purchase orders for final approval to the superintendent by Thursday of each week. Items ordered on approval such as textbook examination copies should be requested via the purchase order process. Please note: items costing over \$5000 must be based on a minimum of 2 quotes and must then receive board of education approval prior to ordering. Properly submitted and approved orders will generally be placed by the business manager, generally on Fridays. Staff members who do not follow these approved procedures may not be reimbursed the cost of items ordered or purchased.

Petty Cash Account: Items of minimal value or of more immediate need may be purchased through the petty cash account. To utilize the petty cash account, please contact your building principal prior to making the purchase. Use of the petty cash account is not intended to circumvent the normal requisition/purchase order procedures described above.

Purchasing Locally: Staff are requested to obtain pricing information from and to purchase from local vendors when items are comparable in terms of quality and cost. Also, please contact the business manager when planning to purchase from Hobby Lobby, Menards, Shopko, Target, or WalMart as we have tax-free certificates that need to accompany the purchase order.

Printer cartridges and office supplies: we typically order these items from Eakes because of various discount and incentive programs. Please contact Mrs. Filsinger when these supplies are needed.

Article 8 – STATE AND FEDERAL PROGRAMS

Notice of Nondiscrimination

The Madison Public Schools do not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion, sexual orientation, or age in admission or access to, or treatment of employment, in its programs and activities. The coordinators listed below have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the district and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). Contact information for the OCR and the EEOC are:

Office for Civil Rights
U.S. Dept of Education
Email: OCR.KansasCity@ed.gov
PHONE: 816-268-0550
FAX: 816-268-0599

The U.S. Equal Employment Opportunity Commission (EEOC)
1801 L Street, N.W.
Washington, D.C. 20507
(800) 669-4000; TDD: (800) 669-6820

Designation of Coordinators

Any person having inquiries concerning The district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Superintendent, Madison Public Schools, Box 450, Madison, NE 68748, 402-454-3336.

<u>Law, Policy or Program</u>	<u>Issue or Concern</u>	<u>Coordinator</u>
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

Anti-discrimination & Harassment Policy

Elimination of Discrimination: The Madison Public School District provides this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school District intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination: The Madison Public Schools are committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Madison Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment. For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, sexual orientation, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment:

- In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability, or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.
- Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:
 - a. Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
 - b. Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
 - c. The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
 - d. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures: Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the principal would be the next or alternative person to contact. If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if you need immediate help for any reason, please report your complaint to the superintendent. If a satisfactory arrangement cannot be obtained through the superintendent, the complaint may be processed to the Board of Education. The supervisor, teacher or the superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student,

may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the complainant, (b) the address and telephone number or other such information sufficient to enable the coordinator to contact the complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the complainant.
3. Complaints shall be investigated by the coordinator or the coordinator's designee. Investigations shall be thorough, but informal, and the complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The coordinator shall make a decision on the complaint within thirty (30) days of the filing of the complaint, unless such time period is extended by agreement of the complainant. The decision shall be made in writing, shall set forth the coordinator's proposed resolution of the complaint, and shall be forwarded to the complainant.
5. The complainant shall have ten (10) days from the date the coordinator's decision is sent to the complainant to accept or reject the coordinator's proposed resolution and shall be deemed to have accepted the proposed resolution unless the complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the coordinator's decision is sent to the complainant. The request for reconsideration shall be filed with the coordinator. The coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and board policy. Further information about FERPA and the district's policies under FERPA are found in board policy and in the student handbook.

Disclosure of Student Information to Military Recruiters and Colleges

The No Child Left Behind Act of 2001 requires the district to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

Disclosure of Staff Qualifications

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The district designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

Student Privacy Protection

The No Child Left Behind Act of 2001 requires the district to protect the privacy of students. Further information about student privacy and the district's policies with regard to student privacy are found in board policy and in the student handbook. In general, employees are expected to comply with these provisions of the NCLB and related board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the district)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys that involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
 - a. Political affiliations or beliefs of the student or the student's parent;
 - b. Mental or psychological problems of the student or the student's parent;
 - c. Sexual behavior or attitudes;
 - d. Illegal, anti-social, self-incriminating or demeaning behavior;
 - e. Critical appraisals of other individuals with whom the student has close family relationships;
 - f. Legally-recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - g. Religious practices, affiliations, or beliefs of the students or the student's parent;
 - h. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term "instructional materials" does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. District policy is to not gather such information for such purposes.

Parental Involvement

The district's policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

1. Provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;

2. Make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. Permit parents access to their child's records according to law and school policy;
4. Encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance is educationally appropriate and not disruptive to the educational program;
5. Assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
6. Permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. Notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by district policy or law, and allow parents to opt-out of such surveys in accordance with district policy and law; and
8. Encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement

The district has a separate policy established pursuant to the No Child Left Behind Act of 2001 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children be given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

1. that parents play an integral role in assisting their child's learning;
 2. that parents are encouraged to be actively involved in their child's education at school;
 3. that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and,
 4. the carrying out of other activities, such as those described in the parental involvement policy.
- Employees are expected to comply with the Title I parental involvement policy.

Homeless Students

The No Child Left Behind Act of 2001 requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The superintendent serves as the district's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

School Nutrition Programs (Breakfast and Lunch)

The district participates in the National School Nutrition Program. Employees are expected to keep information about the participation of students in the program confidential.

Confidentiality of Protected Health Information

It is the policy of the district to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The district designates the superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly

HS Principal

Reid Ehrisman

MS Principal/EL

Karla Kush

Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

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

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

Travis Jordan

Director of CAI

Crystal Ernst

Instructional Coach

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.

Date: 8/12/2020
Re: *Notice of Title IX Policy*
From: **Alan Ehlers, Superintendent**

Dear Madison Public Schools Employees:

The Madison Board of Education has adopted policy 3057 regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy is attached to this Memo. By this Memo, the school district is amending its previously distributed handbooks to include this policy, in full. If you received or printed a physical copy of the handbook, please attach this policy to your handbook. To the extent that any provision in the handbooks is in conflict with this policy, this policy will prevail.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both.

The Title IX Coordinator is Secondary Principal, **Jim Crilly** who may be contacted in person, by mail, by telephone, or by electronic mail at P.O Box 450 Madison, NE 68748, (402)-454-3336, jcrilly@esu8.org

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Sincerely,

Superintendent Ehlers

3057
Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. Designation. The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. Definitions. As used in this policy, the following terms are defined as follows:

2.1. Actual knowledge means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal

complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

- 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX

Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. General Prohibition. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. Specific Prohibitions. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will

ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

- 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary

sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. Dismissal of Formal Complaint.

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
 - 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
 - 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination,

dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an

informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. **Recordkeeping.**

5.10.1. The district will maintain for a period of seven years records of:

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who

facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. Access to Classes and Schools.

7.1. General Standard. Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. Contact sports in physical education classes. This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. Ability grouping in physical education classes. This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C.

§ 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: 8/10/2020

Revised on: _____

Reviewed on: _____

RECEIPT OF 21-22 MADISON PUBLIC SCHOOLS CERTIFICATED STAFF HANDBOOK

This signed receipt acknowledges receipt of the 2021-22 Certificated Staff Handbook of the Madison Public Schools. This receipt further acknowledges that:

- I understand I am to read and be familiar with the handbook;
- I will seek answers to any question I may have about information contained in the handbook;
- I understand the handbook contains a disclaimer of contract;
- I understand that the handbook includes the district’s policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination; and,
- I understand that that the facilities, grounds, and vehicles owned and operated by the Madison Public Schools are tobacco-, alcohol-, weapon-, and drug-free locations.

Date: _____

Teacher’s Signature

Return on or before Monday, August 16, 2021 to your building principal.

MADISON PUBLIC SCHOOLS



HANDBOOK FOR CLASSIFIED STAFF

2021-22

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FOREWORD

Intent of Handbook

Welcome to the Madison Public Schools! This handbook is intended to provide general information about the Madison Public Schools and to serve as a guide to many of the District's policies, rules, and regulations, benefits of employment, and performance expectations. Full copies of district policies are located in each building.

References in this handbook to "Classified Employees" or "staff members" are intended to apply to all staff who are not required by their position to hold a teaching or administrative certificate.

Each staff member is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing or to cover every situation and circumstance that may arise. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, or Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Madison Public Schools Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2021-22 school year and subsequent school years unless replaced by a later edition.

School Mission Statement

Preparing students to be competent, confident, productive, and responsible citizens.

The District seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
 - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learnings in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
 - Is appropriate for the developmental level of the students;
 - Addresses diverse learning needs;
 - Instills a passion for learning and the importance of life-long learning;
 - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
 - Develops expected work ethics, as well as group participation and leadership skills;
 - Incorporates character education and multicultural education, including respect for diversity;
 - Provides for application of technology in all learning areas;
 - Provides access to advanced courses; and
 - Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment that includes:
 - A welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
 - Learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
 - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

Board of Education

Harlow Hanson	President	Deb Neidig	Member
Jim Reeves	Vice-President	Kate Ebeling	Member
Steve Ruh	Secretary	Jim Knapp	Member

Administration

Alan Ehlers	Superintendent
Jim Crilly	Secondary Principal
Karla Kush	Elementary Principal
Reid Ehrisman	Middle School Principal/IPM/EL
Travis Jordan	Director of Curriculum, Assessment & Instruction
Landonn Mackey	Athletic Director
Crystal Ernst	Instructional Coach

Classified Staff

<u>Name</u>	<u>Position</u>	<u>Name</u>	<u>Position</u>
Roger Acklie	Van Driver	Cindy Lafleur	Paraeducator
Brad Claus	Custodian	Cara Lapour	Paraeducator
Bertha Conchas	Custodian	Colby Legate	Coach (Asst. Wrestling)
Denise Ehlers	Grant Coordinator/Bus Driver	Crystal Maldonado	Coach (Asst. Soccer)
Jesus Espinoza	Custodian	Esperanza Marquez	English Acquisition
Celine Filsinger	Business Manager	Mariela Millan	Dragons Childcare
Brandon Fischer	Head Maintenance	Marilu Orozco	Paraeducator
Robin Flaugh	Paraeducator	Patti Reigle	Admin. Assistant
Jayne Freudenburg	Paraeducator	Guadalupe Rodriguez	Custodian
Melissa Freudenburg	Paraeducator	Leticia Rodriguez	Migrant Recruiter
Dermis Gonzalez	Custodian	Enriqueta Saldana	Admin. Assistant
Niko Gronenthal	Paraeducator	Jackie Stueckrath	Admin. Assistant
Natilli Gubbels	ASP Director/Paraeducator	Lydia Tinajero	Paraeducator
Brooke Hanson	Paraeducator	Rosa Uribe	Paraeducator
Sharilyn Heller	Paraeducator - Library	Michelle Varela	Paraeducator
Kyle Jackson	Coach (Asst. G BB)	Jayna Wells	Paraeducator
		Susana Yanez	Paraeducator

Article 1 – SCHOOL CALENDAR AND SCHEDULES

School Calendar

The official school calendar is a Google Calendar maintained in the central office by Jackie Stueckrath that includes all school-related events for the entire school year and is available as a reference for all staff. Any staff member planning an activity that involves school students or school facilities should contact Jackie about putting that activity on the calendar after consulting with and receiving permission from the Building Principal. Wednesday night of each week is reserved for church night. No school activities may be planned after 6:00 this night. There will be no school activities, practices, workouts, rehearsals, etc. on Sunday without specific, prior permission from the Superintendent.

Daily Schedule

Building principals will provide daily class schedules.

Shortened Schedule

When it becomes necessary to adjust the length of a school day, instructional schedules will also need to be adjusted. Building principals will provide this schedule information.

Severe Weather and School Cancellations

The Superintendent is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students or staff to go to school. Decisions whether to have school will be made as early as possible. In any case, an announcement will be made to the news media when schools will be closed. In some instances, schools will be open, but certain activities may be cancelled or rescheduled. Some staff may be designated as being required to come to school even in the event of a school closing.

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions. Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions. The Madison Public Schools utilize auditory signals when it becomes necessary to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by

law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and other critical incidents that are based on PA announcements of color codes. School officials are not permitted to release students from the school building during a tornado warning. In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Employment

Employment occurs when the employee is hired and continues until resignation or release.

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent.

Classified employees are "at-will" employees and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

Assignments

The duties to be performed by a classified staff member with the District shall be subject to assignment by the superintendent and/or building principal. The staff member shall devote full time during days of school to the position and to diligently and faithfully perform the assigned duties to the best of the staff member's ability. Job descriptions, where available, provide additional information about the position duties.

Personnel File

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify the Superintendent's office of any changes in contact information (address/telephone). For a name change, provide your new social security card. Employees may contact the Superintendent to request a review of their personnel file.

Grievances and Complaints

Employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

Time Cards

Each classified employee shall indicate their time of arrival to work and time of departure from work by clocking in or out on the Time Card Plus system provided for that purpose. Once notified by your supervisor of the regular schedule of hours to be worked, please clock in and clock out within 5 minutes of the designated times. Be sure to clock out and back in when you have lunch. The schedule for submitting logging time onto our system time for payroll purposes will be posted near each time clock.

Compensation

Compensation is paid only as authorized by the Board of Education. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on or about the 20th of the month. In emergency cases exceptions may be made, subject to the approval of the Board. Employees shall not be paid in advance under any circumstances. Upon separation of an employee's employment, or upon fulfillment of the contract, the employee may, at the option of the Board, be paid all wages due in one lump sum. Reimbursements for mileage or other expenses will be considered separate from compensation.

Benefits

Classified employees are provided benefits in accordance with board policy and employment law.

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Payroll and Payroll Deductions

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement, if any. Payroll deductions shall be made in accordance with law and the negotiated agreement, if any.

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance or union dues, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to your direct supervisor, payroll personnel, or the Superintendent.

Staff members, by their signature on the acknowledgement page of this handbook, authorize the school district to withhold such sums from their paychecks as necessary to cover property damage, cash shortages or other amounts owed to the school district by the employee.

Expense Reimbursement

Reimbursement for authorized expenses (mileage, food, fuel, etc.) will be paid to employees traveling on school business. Claims for reimbursement should be submitted to your building principal on an Expense Disbursement Request form.

Budgeted Hours of Employment

In order to develop an accurate budget for the school year, it is necessary to specify the number of hours employees are allowed to work each week as shown on the chart below:

<u>Employment Category</u>	<u>Regular Hours per Week</u>	<u>Overtime Hours per Week</u>
Administrative Assistants	40	0
Business Manager	40	0
Head of Maintenance	40	0
Custodians	40	0
Migrant Recruiter	40	0
English Acquisition	40	0
Paraeducators	40	0

All overtime beyond that noted above is to be approved in advance by the superintendent

Overtime

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). Further information about the FLSA is available in the Superintendent's office. Classified employees may be classified as either "exempt" or "non-exempt" for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are "non-exempt" are eligible for overtime. Non-exempt employees shall accurately report hours worked. Falsification of time cards is a serious offense. Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups. Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

Disciplinary Situations and Unpaid Leave

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Courtesy Passes

As a means to encourage support for students, all school personnel and Board members and their spouses along with school age children (K-12) will be provided courtesy passes to all school sponsored activities.

Article 3 – ABSENCES FROM WORK

Paid Sick and Personal Leave

Classified employees are provided with paid sick and personal leaves in accordance with the employee's individual contract or negotiated agreement, if any. During such paid leaves, classified employees shall continue to receive all wages/salary and fringe benefits called for by the individual contract or negotiated agreement, if any. The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

Requests for Leave

Advance reporting of the need to take a leave is important. A classified employee who becomes ill and is unable to work is to contact the building administrator or his/her supervisor no later than 6:30 a.m. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the building administrator or his/her supervisor as to whether the classified employee will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the classified employee is to make such advance report of need for leave as possible.

Payroll Deductions for Absences in Excess of Paid Leave

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves, the employee's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days or work missed. In the case of hourly employees, the reduction will be made on an hourly basis. In the case of salaried employees, the reduction will be made on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school year as the denominator.

Jury Duty

An employee who is summoned for jury service shall promptly notify the employee's immediate supervisor of such summons. The employee's salary will continue during time spent in jury service, and no deduction of leave time shall occur. Any payment for jury duty shall be paid to the school district.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty within one hour of being released and resume duties for the balance of the day. When an employee is entirely dismissed from jury duty, the employee is directed to report for duty.

Employees shall promptly notify the employee's immediate supervisor of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the employee will be required to use available leave days.

Military Leave

Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each

calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the classified employee's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any employee who is a member of the reserves is ordered to active service of the state, the employee shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The employee shall receive normal salary or compensation minus the state active duty base pay the employee receives in active service of the state.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. Some specifics regarding FMLA leave at Madison Public Schools:

- a. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee uses any FMLA leave.
- b. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

Article 4 – DUTIES AND RESPONSIBILITIES

Hours of Work

Regular, dependable attendance at work is an essential function of a classified employee's employment position. Please refer to Budgeted Hours of Employment in Article 2.

Arrival to Duty Assignments

Schools may have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. District or building administrators or the employee's supervisor will explain work schedules. Classified employees shall know their duty dates and times, and to be on time for work. It is expected that classified employees will clock in and clock out no more than 5 minutes earlier or later than their assigned times.

Leaving School

Employees are to be on duty at all times during the assigned workday. Employees may not leave school or their assigned area during duty hours without approval of the building administrator or their supervisor. Employees who leave the school during their designated lunch period must check out with the Principal's office. Employees who leave during their work hours for an approved absence must check out in a manner designated by the building principal. Employees who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office or their supervisor and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

School Procedures

Employees shall adhere to the following procedures in the performance of their duties:

1. Checking Out of Equipment: All equipment must be checked out through the building principal.
2. Requisition of Equipment and Supplies: Equipment and supplies which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.
3. E-mail: Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail throughout the day and should timely respond to e-mails which require a response. Paraeducators and other staff assigned to work with students should avoid checking and responding to e-mails during instructional or supervisory time. Use of the District's e-mail system for personal communications should be limited and is subject to the rules governing overall computer usage found in Board policy and this handbook.
4. Employee Mail Box: Employees may be assigned a mailbox located near the office. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer, employees are responsible for responding promptly. Employee mailboxes are to be limited to communicate regarding school business.
5. Record Keeping: Duties of classified employees may involve keeping detailed records. Make sure to complete these records as directed by your supervisor.
6. Staff Meetings: Staff meetings will be held at times designated by the building principal and/or superintendent. All staff members shall be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

Supervision of Students

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision shall meet the four “P’s” for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful about physical contact with students. Use of corporal punishment is prohibited in the Madison Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language is not appropriate in any situation involving students. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can’t be moved, tape a “Do Not Use” sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance

The office should be notified immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.)
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office).

Student Searches

Office administration should also be contacted before performing searches of students or their belongings. Direct a student suspected of having an item in violation of school rules to accompany you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations must be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in restrooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

Dispensing Medication

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Reporting Child Abuse

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation that would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;
- (c) Deprived of necessary food, clothing, shelter, or care;
- (d) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (e) Sexually abused; or
- (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Employees are to inform their principal in the event they believe a report should be made. Administrative staff will then report the situation to the proper authorities.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor, the school social worker or an administrator will help you.

Article 5 – CLASSIFIED STAFF CONDUCT AND PERFORMANCE

Professional Ethics Standards

The Madison Public School District expects all employees to adhere to a set of professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards that classified employees shall adhere to include those set forth below. References to “educator” shall include all employees of the District.

Preamble: The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a School Employee:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions that interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

STANDARDS OF COMPETENCY

Administrative and Supervisory Requirements

Educators must possess the abilities and skills necessary to accomplish the designated task. Each educator shall:

- * Keep records for which he or she is responsible in accordance with law and policies of the school system,
- * Supervise others in accordance with law and policies of the school system,
- * Recognize the role and function of community agencies and groups as they relate to the school and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Communication Skills

In communicating with students and other educators, each educator, within the limits prescribed by his or her assignment and role, shall:

- * Utilize information and materials that are relevant to the designated task;
- * Use language and terminology which are relevant to the designated task;
- * Use language which reflects an understanding of the ability of the individual or group;
- * Assure that the designated task is understood;
- * Use feedback techniques which are relevant to the designated task;
- * Consider the entire context of the statements of others when making judgments about what others have said; and,
- * Encourage each individual to state his ideas clearly.

Management techniques: The educator shall:

- * Resolve discipline problems in accordance with law, school board policy, and administrative regulations and policies;
- * Maintain consistency in the application of policy and practice;
- * Use management techniques which are appropriate to the particular setting such as group work, seat work, lecture, discussion, individual projects and others; and,
- * Develop and maintain positive standards of conduct.

Human and Interpersonal Relationships: Educators shall possess effective human and interpersonal relations skills. Each educator shall:

- * Allow others who hold and express differing opinions or ideas to freely express such ideas;
- * Not knowingly misinterpret the statement of others;
- * Not show disrespect for or lack of acceptance of others;
- * Provide leadership and direction for others by appropriate example;
- * Offer constructive criticism when necessary;
- * Comply with reasonable request and orders given by and with proper authority;
- * Not assign unreasonable tasks; and,
- * Demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: In assessing the mental or physical health of educators, no decision adverse to the educator shall be made except on the advice or testimony of personnel competent to make such judgment by reason of training, licensure and experience. However, certain behaviors are held to be probable cause to examine, and each educator within the scope of delegated authority shall:

- * Be able to engage in physical activity appropriate to the designated task except for temporary disability;
- * Be able to communicate so effectively as to accomplish the designated task;
- * Appropriately control his or her emotions; and,
- * Possess and demonstrate sufficient intellectual ability to perform designated tasks.

Individuals having questions about these standards may contact:

Certification Counsel
Nebraska Department of Education
P. O. Box 94933
Lincoln, NE 68509-4933
Phone: (402) 471-0732

Evaluations

Evaluations of employees will be conducted in accordance with the Board policy and will be based on job descriptions. Supervisors reserve the right to observe, appraise or evaluate employees more frequently than required by policy on an as-needed basis. Employees shall participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

Role Model

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a manner supportive of the mission of the school.

Relationships

It is important for employees to maintain an effective working relationship with the administration, co-workers, students and parents. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

Attire

It is important for employees to project a responsible, adult image to students, parents and co-workers. Appropriate attire and grooming are one of the means of projecting such an image. Employees shall maintain

conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing that is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. Building administrators may establish more detailed guidelines for individual teachers, individually or collectively, should that be necessary.

Outside Employment

Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

Board Meeting Protocol

Employees are welcome to attend meetings of the board of education. As employees of the district, it is important to understand and observe proper protocol for such attendance and/or participation in board meetings:

1. According to state statute and board policy, the board meeting is a business meeting during which the board conducts the official business of the District.
2. Each meeting has an agenda. Items may be placed on the agenda by contacting the Superintendent. In order that board members may have adequate notice of agenda items, please request inclusion on the agenda by the Wednesday of the week preceding the meeting.
3. Board meeting attendees may address the board during the public forum portion of the meeting or when invited to do so by the board president or other official leading a particular section of the meeting.
4. Employees may have input into the business of the meeting through work on school committees.
5. Please follow the appropriate chain of command prior to bringing issues to the board of education. For instance, it is improper to address a concern at a board meeting if you have not utilized the proper channels in your building and district.

Professional Boundaries Between Staff and Students

All district employees must follow board policy when interacting with students in any way. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These standards of behavior apply to social networking sites, such as Facebook, MySpace, and Twitter, along with communications and interactions of any kind between staff and students.

Examples of unprofessional misconduct include: inappropriate sexual communications or interactions with students, meeting with students in private outside of school, and intruding on a student's personal space. These are a few examples of inappropriate behavior, not an exhaustive list. For further guidance, refer to the district's policies regarding professionalism and staff-student interactions.

Any teacher or student who witnesses or knows information about a district employee violating board policy should report the violation to the district administration *immediately*. Minor violations and questionable violations should be reported within 24 hours.

A violation of board policies for professionalism will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

Article 6 – USE OF SCHOOL FACILITIES AND EQUIPMENT

Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a employee in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike-controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Smoke and Tobacco-Free Workplace

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

Weapon-Free Workplace

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;

- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- h. An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- i. A employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a employee's personal possession, as well as in a employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

Use of District Computer Network and Internet

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. It is important to remember that the equipment and the software are the property of the school district. In using the computers and the Internet, employees are agreeing to the following:

1. Since copyright laws protect software, employees will not make unauthorized copies of software found on school computers by any means. Employees will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a employee downloads public domain programs for personal use or non-commercially redistributes a public domain program, the employee assumes all risks regarding the determination of whether a program is in the public domain.
3. Employees shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Employees are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, employees are prohibited from placing such information on the Internet.
4. Employees will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Employees will not copy, change, read, or use another person's files. Employees will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Employees will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Employees will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Employees will not attempt to login to the system as a system administrator.
8. Employees understand that the intended use of all computer equipment is to meet instructional objectives.
9. Employees will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.
10. Employees will not use the network for financial gain or for any commercial or illegal activity.

11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another employee, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The employee is solely responsible for any such charges. The employee's acceptance of an email account is an acceptance of the employee's agreement to indemnify the District for any expenses, including legal fees, arising out of the employee's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a employee's computer and computer usage at any time. Employees have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the employee's Internet account and computer privileges, reprimand, suspension, or termination.

Use of School Facilities

Employees who are issued keys to the school shall not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, arm the security system, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus

supplies or equipment, including items that have been placed in the trash, should not be removed for non-school use without approval from the administration.

Care of School Property

Employees are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student or staff member has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined. Please do not permit students to sit on desks or tables.

Use of School and Personal Telephones

Professional calls: Employees may use the telephone for professional reasons at any time they are not responsible for supervising students. All long-distance calls will require a four-digit access code. These codes will be provided at the beginning of the year.

Personal calls: Please make personal calls outside of school time or to a minimum if necessary, during duty time. No long-distance personal calls are to be charged to district phones. Rather, please use your own cell phone or charge the call via a calling credit card.

Student use of phones: Students are not to be allowed to use classroom phones unless the teacher dials the call and the teacher supervises the call. Students may not use classroom or public phones during class time.

Visitors

Employees are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the employee. Visitors should follow posted procedures for being on school property. With certain limited exceptions, employees are not to bring their children to school with them in lieu of taking them to childcare.

Salespersons

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees shall not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

Security of Desks and Lockers

Offices, employee desks, lockers, file cabinets and other such storage devices (“storage devices”) are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a noninvestigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property employees may bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to school.

Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal’s office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

Copyright and Fair Use Policy

It is the school’s policy to follow the federal copyright law. Employees are reminded that, when using school equipment, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the “fair use” of a copyrighted work, including reproduction “for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research” is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted “fair use,” rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

Lost and Found

Employees who find lost articles are asked to take them to the office, where the owner can claim the articles.

Safety

Safety Program: The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees shall be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

Safety Practices: Guidelines for safe work practices which employees should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and employee while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of School Vehicles

School vehicles may be used only for approved school activities. Employees who have occasion to transport students are encouraged to do so in school vehicles. Check with the central office to determine whether a school vehicle is available for planned trips. Reserve use of the vehicle by completing the scheduling form located in the central office. (Staff calling from the elementary buildings to check on vehicle availability may ask office personnel to complete this form on their behalf.) Vehicle keys are located in the central office and are to be returned at the conclusion of the trip. The fuel tank will generally be filled prior to all trips scheduled as described. In the event that additional fuel is needed during the trip, submit a reimbursement request when you return. When the vehicle is returned at the end of the trip, be sure to fill the fuel tank in Madison at the designated business as posted by keys in office and van and submit the charge slip to the business office. Be sure to complete the vehicle use form at the beginning and end of each trip with all requested information. Finally, be sure that the vehicle is left in good condition for its next user.

Use of Personal Vehicles

Employees who have occasion to transport students are encouraged to do so in school vehicles. Check with the central office to determine whether a school vehicle is available for planned trips. In the event a school vehicle

is not available, please obtain permission from your building principal to use your personal vehicle. Staff will be reimbursed at the government rate for properly approved use of personal vehicles.

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Staff members will be provided a Driver's Certification form to verify this information. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use cell phones while driving a school vehicle or while transporting students.

Electronic Communication While Driving

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related work based upon employees' duties and responsibilities.

Accidents

Every accident that results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

Staff Parking Areas

Please use school-provided parking lots to park personal vehicles. On-street parking is discouraged because of its effect on traffic flow and the potential to inhibit easy access by emergency personnel. Staff are not allowed to park in Visitor Parking spots. Any questions, please refer to your building Principal.

Workers Compensation

Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

Purchasing Supplies, Materials, Equipment, or Other Items for Instruction or Activities/Athletics

General Information: The Board of Education sets the official budget for each school year and delegates certain budgetary responsibilities to district administrators. District administrators allocate budgetary amounts to teachers/departments/programs and provide information about processes and allowable expenses to staff.

Procedures: Proper planning is necessary to order materials for timely delivery. Staff desiring to purchase items are advised to discuss such purchases with their supervisor. Staff may request consideration to purchase items through the completion of requisition forms (spring) or purchase orders (during the school year) which do not exceed amounts allocated by the Principal, Activities Director, or Athletic Director. Completed requisitions or purchase orders for instructional materials are to be submitted to the teacher's Principal for initial approval

and coding by Wednesday of the week. Orders for activities or athletic items are to be submitted for initial approval to the Activities Director or Athletic Director, respectively, by Wednesday of the week. The Principal, Activities Director, and Athletic Director will then submit tentatively-approved requisitions or purchase orders for final approval to the Superintendent by Thursday of each week. Items ordered on approval such as textbook examination copies should be requested via the purchase order process. Please note: items costing over \$5000 must be based on a minimum of 2 quotes and must then receive board of education approval prior to ordering. All properly submitted and approved orders will be placed by the Business Manager, generally on Fridays. Staff members who do not follow these approved procedures may not be reimbursed the cost of items ordered or purchased.

Petty Cash Account: Items of minimal value or of more immediate need may be purchased through the petty cash account. To utilize the petty cash account, please contact your building principal prior to making the purchase. Use of the petty cash account is not intended to circumvent the normal requisition/ purchase order procedures described above.

Purchasing Locally: Staff are requested to obtain pricing information from and to purchase from local vendors when items are comparable in terms of quality and cost. Also, please contact the Business Manager when planning to purchase from Hobby Lobby, Menards, Shopko, Target, or WalMart as we have tax-free certificates that need to accompany the purchase order.

Printer cartridges and office supplies: we typically order these items from Eakes because of various discount and incentive programs. Please contact the Business Manager when these supplies are needed.

Article 7 – STATE AND FEDERAL PROGRAMS

Notice of Nondiscrimination

This school district does not discriminate on the basis of race, color, creed, national origin, gender, marital status, disability, military or veteran status, or age or in admission or access to, or treatment of employment, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). Contact information for the OCR and the EEOC are:

United States Department of Education
Office for Civil Rights – Region VII
Email OCR.KansasCity@ed.gov
Telephone: (816)268-0550
Facsimile: (816)268-0599
Internet: <http://www2.ed.gov/about/offices/list/ocr/complaintintro.html>

Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Superintendent, Madison Public Schools, Box 450, Madison, NE 68748, 402-454-3336.

<u>Law, Policy or Program</u>	<u>Issue or Concern</u>	<u>Coordinator</u>
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Madison Public School District provides this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: The Madison Public Schools are committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Madison Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, creed, national origin, gender, marital status, disability, military or veteran status, age or any other protected class is prohibited. The following are general definitions of what might constitute prohibited harassment:

- In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.
- Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment. Sexual harassment may exist when:
 - a. Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
 - b. Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
 - c. The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
 - d. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if you need immediate help for any reason, please report your complaint to the Superintendent. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Confidentiality Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees shall provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Breakfast and Lunch Programs

The District participates in the National School Lunch Program. Employees shall keep information about the participation of students in the program confidential.

Confidentiality of Protected Health Information

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

Milk Expression

The district will provide reasonable break time for an employee who wishes to express breast milk for her nursing child in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

Madison Public Schools

Alan Ehlers
Superintendent

Jim Crilly
HS Principal

Reid Ehrisman
MS Principal/EL

Karla Kush
Elementary Principal

700 So Kent St.

P.O. Box 450

Madison, NE 68748

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

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

Travis Jordan
Director of CAI

Crystal Ernst
Instructional Coach

Landon Mackey
Athletic Director

Celine Filsinger
Office Manager

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

Date: 8/12/2020

Re: *Notice of Title IX Policy*

From: **Alan Ehlers, Superintendent**

Dear Madison Public Schools Employees:

The Madison Board of Education has adopted policy 3057 regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy is attached to this Memo. By this Memo, the school district is amending its previously distributed handbooks to include this policy, in full. If you received or printed a physical copy of the handbook, please attach this policy to your handbook. To the extent that any provision in the handbooks is in conflict with this policy, this policy will prevail.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both.

The Title IX Coordinator is Secondary Principal, **Jim Crilly** who may be contacted in person, by mail, by telephone, or by electronic mail at P.O Box 450 Madison, NE 68748, (402)-454-3336, jcrilly@esu8.org

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Sincerely,

Superintendent Ehlers

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Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. Designation. The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. Definitions. As used in this policy, the following terms are defined as follows:

2.1. Actual knowledge means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal

complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

- 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. General Prohibition. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. Specific Prohibitions. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX

Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-

makers, or any person designated by the district to facilitate an informal resolution process receive training on:

- 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws.

Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
 - 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related

to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.7.2.3. Findings of fact supporting the determination;
 - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
 - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
 - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit

a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time

prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

- 5.9.1. Provides to the parties a written notice disclosing:
 - 5.9.1.1. The allegations;
 - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
 - 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. **Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then

the district will make these materials available upon request for inspection by members of the public.

- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. Access to Classes and Schools.

7.1. General Standard. Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

- 7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.
- 7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.
- 7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints

alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: 8/10/2020

Revised on: _____

Reviewed on: _____

**RECEIPT OF 2021-22 CLASSIFIED EMPLOYEE HANDBOOK
OF MADISON PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2021-22 Classified Employee Handbook of the Madison Public Schools. This receipt further acknowledges that:

- I understand I am to read and be familiar with the handbook;
- I will seek answers to any question I may have about information contained in the handbook;
- I understand the handbook contains a disclaimer of contract;
- I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination; and,
- I understand that that the facilities, grounds, and vehicles owned and operated by the Madison Public Schools are tobacco-, alcohol-, weapon-, and drug-free locations.

Date: _____

Staff Signature

Return on or before Monday, August 16th to your building principal.