

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

Board of Education Regular Meeting  
Monday, June 13, 2022 7:00 PM  
Middle School/High School Conference Room  
700 South Kent St.  
Madison, NE 68748-0450

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

1. Call the Meeting to Order
  - 1.1. Roll Call
  - 1.2. Pledge of Allegiance
  - 1.3. Open Meetings Act
  - 1.4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Public Forum
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
  - 5.1. Review of building plans with Michael fakler
6. Action Items
  - 6.1. Discuss, consider, and take all necessary action to approve KSB recommended annual policy updates
  - 6.2. Discuss, consider, and take all necessary action on yearly rental agreement with the Jr. Wrestling association for use of the Alice Jones building at the rate of \$6,000.00
  - 6.3. Discuss, consider and take all necessary action to approve the 2022-23 staff handbooks.
  - 6.4. Discuss, consider, and take all necessary action to approve a transfer of \$38,000 from General fund into the activity fund.
  - 6.5. Discuss, consider, and take all necessary action to approve the purchase of a water softener for the Elementary kitchen.
  - 6.6. Discuss, consider, and take all necessary action to purchase new Social Studies materials for K-12.
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.*

Special Meeting - Americanism/American Civics Committee  
Room  
Monday, May 9, 2022 6:30 PM Central

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

**Meeting Notice Posted for March Committee Meeting**

City Office	03-21-2022
Library	03-21-2022
Front door of high school	03-21-2022
Madison Star Mail (Mtg Notice)	05-05-2022

Kate Ebeling: Present, Jim Knapp: Present, Steve Ruh: Present. Present: 3; Absent: 0

1: Call the Americanism/American Civics meeting to order passed with a motion by Kate Ebeling and a second by Jim Knapp. Kate Ebeling: Yea, Jim Knapp: Yea, Steve Ruh: Yea. Yea: 3, Nay: 0

2. Roll call

3. Discuss Social Studies adoption materials. (Mr. Jordan)

4. Receive public comments

5. Close the committee meeting

Motion to adjourn meeting at 7:00pm passed with a motion by Kate Ebeling and a second by Jim Knapp. Kate Ebeling: Yea, Jim Knapp: Yea, Steve Ruh: Yea. Yea: 3, Nay: 0

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President

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Secretary

**Meeting Notice Posted for May 2022 Meeting**

City Office 03-21-2022  
 Library 03-21-2022  
 Front door of high school 03-21-2022  
 Madison Star Mail (Mtg Notice) 05-05-2022

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

- 1: Call the meeting to order
  - 1.1 Roll Call/excuse absent board members
  - 1.2 Pledge of Allegiance
  - 1.3 Open Meetings Act
  - 1.4 Madison Public Schools Mission Statement

2: Consent Agenda

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

Albracht Disposal Service	Waste Disposal	325.00
Appeara	Supplies	
221.84		
Apple Computer, Inc.	Supplies	3,587.00
Bancroft-Rosalie Public Schools	Fees	19.50
BCN	Phone Service	116.79
Big Country Auto	Inspection	404.46
Boys Town	Services	3,200.00
Brady & Amy's	Fuel	5,107.49
Central Nebraska Rehab Services	Services	3,674.22
Choice Foods	Supplies	333.64
City of Madison	Utilities	7,242.44
Computer Hardware	Supplies	2,199.00
Computer Information Concepts	Infinite Campus Renewal	6,871.00
Curriculum Associates LLC	Supplies	2,310.00
Cutting Edge Lawn Care Service	Lawn Care	2,000.00
Daberkow-Wagner Builders, Inc	Supplies	1,100.00
Deere Credit Inc.	Lease Payment	510.58
Eakes Office Solutions	Supplies	848.68
Ecolab Pest Elimination Division	Pest Control	121.85
Educational Service Unit #8	Registration, Workshop, Services	52,282.10
Fairfield Inn & Suites	Travel	479.80
Fields Hardware	Supplies	279.80
Frontier	Phone	726.63
Greatamerica Financial Services Corporation	Copier Lease	2,140.89
Hampton Inn - Kearney	Travel	479.80
Herz, Connie	Supplies	56.01
HyVee Food Stores	Supplies	99.20
Instrumentalist Awards LLS	Supplies	100.00
Jackson Services	Supplies	125.42
Josten's Inc	Supplies	408.21
Kratochvil, Patrick	Supplies	190.00
KSB School Law	Legal Services	457.50
Lunchtime Solutions	Supplies	1,245.72
Madison Star Mail	Publications, Supplies	279.44
McGraw- Hill Education Book Company	Supplies	1,922.80
Menards - Norfolk	Supplies	124.48
Midwest Alarm Services	Monitoring	363.36
MPS Activity Fund	Supplies	80.00
MPS Lunch Fund	Supplies	23.39

Navigator Motorcoach	Rental	3,600.00
Nebraska Public Health Environment Lab	Water Testing	46.00
Norfolk Daily News	Publications	3.52
Norfolk Music Boosters	Registration	90.00
Norfolk Specialties	Supplies	100.00
Northeast Nebraska Juvenile Services	Reimbursement	7,952.68
One Source	Background Check	5.00
Pinkelman Truck and Trailer	Repairs	5,245.45
Pizza Hut of Madison	Supplies	162.89
Rasmussen Mechanical Services	Repairs	967.00
Reigle, Patti	Supplies	240.00
Sparklight (Formerly Cable One)	Cable Box Rental	27.02
Student Assurance Services Inc	Student Ins	803.50
Subco Madison, LLC	Supplies	138.94
Supreme School Supply	Supplies	12.49
Symmetry Energy Solutions	Utilities	6,295.24
SYNCB/Amazon	Supplies	2,392.33
Titan Manufacturing and Distributing Inc	Supplies	139.79
TK Elevator	Maintenance	322.08
University of Nebraska-Lincoln	Registration	200.00
UNMS - Munroe-Meyer Institute	Observation	500.00
US Bank Cardmember Services	Supplies	1,193.07
Voyager Sopris Learning	Supplies	329.84
Walmart Community	Supplies	734.77
Water Engineering Inc	Water Service	425.04
Wehrle, Kay	Supplies	440.00

3: Public forum

4. Student assessment report for the 2021-22 school year. (Mr. Jordan)

5: Administrator and other reports

6: Board Committee reports/Meeting dates

7: Action Items

8: Discuss, consider, and take all necessary action to approve the purchase of additional Software Unlimited Modules for the business office.

Motion to approve SUI business software for \$6,750 for the 2022-23 school year. Passed with a motion by Deb Neidig and a second by Jim Reeves. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

9: Discuss, consider, and take all necessary action to repair the staff parking lot at on the west side of the Elementary.

Motion to approve a bid from Stone Paving to resurface the elementary parking lot at a cost of \$19,000.00. Passed with a motion by Jim Reeves and a second by Jim Knapp. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

10: Discuss moving forward with applying for the EPA clean school bus grant to purchase a propane or electric bus.

11: Discuss the latest updates in regards to the potential elementary and bus barn projects.

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

13: Adjournment

Motion to adjourn at 9:08pm. Passed with a motion by Jim Knapp and a second by Deb Neidig. Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Deb Neidig: Yea, Jim Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

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President

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Secretary



<b>Madison Public Schools</b>					
<b>Activity Fund Balance</b>					
<b>May 2022</b>	Fund 05				
<b><u>Chart of Account</u></b>	<b><u>Beginning Balance</u></b>	<b><u>Expenses</u></b>	<b><u>Revenues</u></b>	<b><u>Balance Change</u></b>	<b><u>Balance</u></b>
AD	3,503.89	866.27	0.00	0.00	2,637.62
Art Club	1,181.24	0.00	0.00	0.00	1,181.24
Band	2,669.03	0.00	5.00	0.00	2,674.03
Boys BB	7,197.09	313.28	0.00	0.00	6,883.81
Boys BB FR	2,313.14	104.17	0.00	0.00	2,208.97
Cheerleaders	1,269.53	0.00	816.00	0.00	2,085.53
Class of 2021	529.72	0.00	0.00	0.00	529.72
Class of 2022	1,579.05	140.00	5.00	0.00	1,444.05
Class of 2023	1,865.00	750.00	80.00	0.00	1,195.00
Class of 2024	1,255.52	0.00	374.00	0.00	1,629.52
Class of 2025	105.45	0.00	140.00	0.00	245.45
Concessions	13,696.92	127.15	63.00	0.00	13,632.77
Courtesy	1,586.03	25.00	0.00	0.00	1,561.03
Cross Country	533.87	313.28	0.00	0.00	220.59
Cross Country FR	2,280.06	175.00	0.00	0.00	2,105.06
Danceline	1,233.84	1,030.38	250.00	0.00	453.46
District Funds	17,948.21	646.54	287.20	0.00	17,588.87
Elem Activity Acct	4,867.12	730.00	50.00	0.00	4,187.12
Elem PTO	1,684.47	0.00	0.00	0.00	1,684.47
Elem Student Council	372.00	0.00	0.00	0.00	372.00
ELL Class	138.91	0.00	0.00	0.00	138.91
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	2,021.26	0.00	0.00	0.00	2,021.26
FCCLA	919.79	0.00	0.00	0.00	919.79
FFA	5,639.81	1,977.94	7,426.79	0.00	11,088.66
Football	715.16	0.00	150.00	0.00	865.16
Football FR	3,259.28	230.00	0.00	0.00	3,029.28
Football Youth	250.00	0.00	0.00	0.00	250.00
Girls BB	3,586.94	738.28	0.00	0.00	2,848.66
Girls BB FR	2,101.39	66.67	0.00	0.00	2,034.72
Golf	251.76	50.00	0.00	0.00	201.76
Golf FR	184.35	50.00	0.00	0.00	134.35
Homecoming	209.34	0.00	0.00	0.00	209.34
Honor Society	818.97	92.91	154.00	0.00	880.06









<u>Vendor Name</u>		<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
<u>Checking</u>		06		
<b>Checking</b>	<b>06</b>	<b>Fund: 06</b>	<b>SCHOOL NUTRITION FUND</b>	
LUNCHTIME SOLUTIONS, INC.		33699	BREAKFAST & LUNCH APRIL 2022	33,802.87
LUNCHTIME SOLUTIONS, INC.		33790	FFVP APRIL 2022	1,101.44
			<b>Vendor Total:</b>	<b>34,904.31</b>
			<b>Fund Total:</b>	<b>34,904.31</b>
			<b>Checking Account Total:</b>	<b>34,904.31</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	5		
<b>Checking</b>	<b>5</b>	<b>Fund: 05 ACTIVITY FUND</b>	
ALAVEZ, ADALBERTA	Memorial Eliseo Pani	Memorial for Family of Eliseo Paniagua	25.00
		<b>Vendor Total:</b>	<b>25.00</b>
APPEARA	S0750922	2022 Athletic Banquet Table Cloths	156.25
		<b>Vendor Total:</b>	<b>156.25</b>
ARCHBISHOP BERGAN CATHOLIC SCHOOLS	5.16.22	Golf Districts	50.00
		<b>Vendor Total:</b>	<b>50.00</b>
ASPI SOLUTIONS, INC	14286	2022 Track Entrees 3 Meets 60 at \$6 each	360.00
		<b>Vendor Total:</b>	<b>360.00</b>
BSN SPORTS, LLC	917198569	Womens Racerback Wrestling Singlet	2,598.62
		<b>Vendor Total:</b>	<b>2,598.62</b>
CHOICE FOODS	001023680804	Concessions	53.73
CHOICE FOODS	001040021720	Concessions	73.42
		<b>Vendor Total:</b>	<b>127.15</b>
CLARKSON LEIGH	2022	2022 Girls BB Team Camp	175.00
	GirlsBBTeamCamp		
		<b>Vendor Total:</b>	<b>175.00</b>
CONCORDIA UNIVERSITY	2022	GirlsBBTeamCamp	250.00
		<b>Vendor Total:</b>	<b>250.00</b>
CUSTOM SPORTS	32316	Dragon Wings Long Sleeve Shirts	288.00
		<b>Vendor Total:</b>	<b>288.00</b>
ELITE SPORTSWEAR LP	2022000298398	EMBROIDERED GLITTER BACKPACK	375.92
ELITE SPORTSWEAR LP	37453	Chasse Performance Metallic VIP Jackets	251.93
		<b>Vendor Total:</b>	<b>627.85</b>
ELKINS PORTABLE RESTROOM, LLC	578	2 Rental Portable Restrooms Track April	250.00
		<b>Vendor Total:</b>	<b>250.00</b>
ENTOURAGE YEARBOOKS	1051035002-1	50 Full Color Soft Cover Yearbooks	248.75
		<b>Vendor Total:</b>	<b>248.75</b>
HOWELLS-DODGE PUBLIC SCHOOLS	58504	AWARDUNLIM ITED	202.98
		EHC 3 PLAQUES & SHIPPING/HANDLING	
		<b>Vendor Total:</b>	<b>202.98</b>
HY-VEE FOOD STORE	4842939608	2 Roses for Soccer Parents Night 2022	9.00
		<b>Vendor Total:</b>	<b>9.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
JOE COLE COMEDY MAGIC	5.12.22	5.12.22 Madison Elementary 22MadisonElemen 2 45 min Show	750.00	<b>Vendor Total: 750.00</b>
LaQUINTA BY WYNDHAM KEARNEY	599-856938	1 Room 3 nights for NCE Conference	344.85	<b>Vendor Total: 344.85</b>
LEADERSHIP CENTER, THE	2022-F357	FFA COLT LODGING 9 People	178.20	<b>Vendor Total: 178.20</b>
MADISON CHARITY HALL	5.6.22	5.6.22 MPS Athletic Banquet 22AthleticBanqu e	2,350.00	<b>Vendor Total: 2,350.00</b>
MAHASKA	951924	SODA Customer ID 12010	92.91	<b>Vendor Total: 92.91</b>
MAKE A WISH NEBRASKA	2022StuCouncilD onati	2022 Student Council Donation	500.00	<b>Vendor Total: 500.00</b>
MENARDS - NORFOLK	22833	Mulch, Soil & Ortho Malathion conc	204.89	
MENARDS - NORFOLK	23234	30 Bags Premium Ruby Red Mulch	110.10	<b>Vendor Total: 314.99</b>
NEBRASKA COACHES ASSOCIATION	22- 23NCAMEMBERSHIP	2022-2023 NE Coaches Membership Registra	1,255.00	<b>Vendor Total: 1,255.00</b>
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS	e15782-694100	2022 NCEC Registration Kara Philips	380.00	<b>Vendor Total: 380.00</b>
NEBRASKA ESU COORDINATING COUNCIL	58872	Swank Motion Pictures 21-25 Movie Licens	330.00	<b>Vendor Total: 330.00</b>
NEBRASKA FFA ASSOCIATION	COLT166	Registration COLT 3 May 26- 27 \$105/pp 9	945.00	<b>Vendor Total: 945.00</b>
NORFOLK AREA SUMMER LEAGUE	2022 VB Summer Leagu	2022 VB Summer League	960.00	<b>Vendor Total: 960.00</b>
NORFOLK PUBLIC SCHOOLS	042022 LETRS TRAININ	LETRS Training & Materials	646.54	<b>Vendor Total: 646.54</b>
OAKLAND-CRAIG PUBLIC SCHOOLS	5.12.22 HS TRACK DIS	5.12.22 HS TRACK DISTRICTS	100.00	<b>Vendor Total: 100.00</b>
PIZZA HUT OF MADISON	2022WalkerThank You	2022 Walker Thank You Gift Card Photogra	50.00	<b>Vendor Total: 50.00</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
RAMADA by WYNDHAM KEARNEY	June 12-15 4 rooms	UNK Blue & Gold Team Camp Hotel	1,188.00	
		<b>Vendor Total:</b>		<b>1,188.00</b>
REESTMAN, KORY	4.28.22 Soccer	4.28.22 Soccer vs Columbus Lakeview	80.00	
		<b>Vendor Total:</b>		<b>80.00</b>
SPACE WALK OF COLUMBUS NE	5.5.22 5th GRADE	5th GRADE STUDENT ORIENTATION BOUNCEHOUS	235.00	
		<b>Vendor Total:</b>		<b>235.00</b>
SYNCB/AMAZON	448563763896	11 pairs Stud Earrings,10 pairs Yoga Leg	371.37	
SYNCB/AMAZON	563947384346	Black Jazz Shoe size 10.5	31.16	
		<b>Vendor Total:</b>		<b>402.53</b>
THEATREFOLK LTD.	1275642	GRIM & GRUESOME GRIMM LICENSE TO PRINT	5.95	
		<b>Vendor Total:</b>		<b>5.95</b>
TO A T DECORATING	552022	2022 Prom Remaining Balance	750.00	
		<b>Vendor Total:</b>		<b>750.00</b>
VILLAGE FLOWER SHOP	100020239	2022 Graduation Flowers	140.00	
		<b>Vendor Total:</b>		<b>140.00</b>
WINNERS' CIRCLE	54303	9x12Plaque12SportLetterWinn erElijahDeLa	37.85	
		<b>Vendor Total:</b>		<b>37.85</b>
		<b>Fund Total:</b>		<b>17,405.42</b>
		<b>Checking Account Total:</b>		<b>17,405.42</b>

**MADISON PUBLIC SCHOOLS  
TREASURER'S REPORT**

May 31, 2022

**General Fund**

				<b><u>BALANCE</u></b>	<i>Last year's balance</i>
Balance Forward as of	<u>April 30, 2022</u>			\$2,113,807.28	
Receipts		+	\$ 1,667,009.20		
Expenditures		-	\$ 713,987.37		
Balance as of	<u>May 31, 2022</u>			<b>\$3,066,829.11</b>	\$3,325,141.34

**Employee Benefit Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$14,609.46	
Receipts		+	\$ 4,084.43		
Expenditures		-	\$ 2,964.82		
Balance as of	<u>May 31, 2022</u>			<b>\$15,729.07</b>	\$16,814.39

**Petty Cash Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$2,382.89	
Receipts		+	\$ 1,833.65		
Expenditures		-	\$ 1,833.43		
Balance as of	<u>May 31, 2022</u>			<b>\$2,383.11</b>	\$2,370.74

**Total Assets for General Fund**

**\$3,084,941.29** \$3,344,326.47

**Depreciation Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$694,586.04	
Receipts		+	\$ 589.92		
Expenditures		-			
Balance as of	<u>May 31, 2022</u>			<b>\$695,175.96</b>	\$406,229.63

**Bond Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$219,330.94	
Receipts		+	\$ 48,159.56		
Expenditures		-	\$ 4,240.00		
Balance as of	<u>May 31, 2022</u>			<b>\$263,250.50</b>	\$253,582.37

**Qualified Capital Purpose Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$577,897.13	
Receipts		+	\$ 11,053.49		
Expenditures		-			
Balance as of	<u>May 31, 2022</u>			<b>\$588,950.62</b>	\$565,684.27

**Special Building Fund**

Balance Forward as of	<u>April 30, 2022</u>			\$1,174,996.59	
Receipts		+	\$ 261,703.28		
Expenditures		-	\$ 4,233.32		
Balance as of	<u>May 31, 2022</u>			<b>\$1,432,466.55</b>	\$1,279,137.84

**Investment Checking**

Balance Forward as of	<u>April 30, 2022</u>			\$330,877.82	
Receipts		+	\$ 281.02		
Expenditures		-	\$ -		
Balance as of	<u>May 31, 2022</u>			<b>\$331,158.84</b>	\$327,865.11

GENERAL FUND RECEIPTS				
LINE #	DESCRIPTION	BUDGET	CURRENT RECEIPTS	
	TOTAL LOCAL	\$6,143,673	\$5,005,449.96	
	TOTAL STATE AID	\$72,940	\$65,646.00	
	TOTAL FEDERAL	\$1,430,000	\$1,508,764.90	
1510	Interest		\$20,564.85	
1800	Community Service		\$44,585.00	
1920	Grants/Donations			
2210	ESU Receipts		\$2,924.99	
3120	SPED		\$292,121.00	
3125	SPED - Transportation		\$6,307.00	
3155	Textbook Loan		\$2,264.22	
3400	State Apportionment		\$78,565.00	
3551	Education Quest		\$7,726.98	
3512	Distance Learning		\$3,377.00	
3535	High Ability Learners		\$5,836.00	
3599	Other State Receipts		\$4,436.05	
4212	Title I - Support For Improvement		\$380,546.00	
4310	REAP		\$25,832.00	
4505	Title I		\$60,777.00	
4506	Title I Part A			
4508	Title ID Delinquent Ed		\$59,234.00	
4509	Title IIA		\$17,317.00	
4510	Titel IVA			
4512	IDEA Base			
4516	Idea Prop Share			
4518	IDEA Enrollment Poverty		\$101,649.00	
4521	IDEA PS		\$23,915.00	
4525	Perkins/Revision		\$32,962.00	
4526	Migrant		\$66,918.00	
4530	Family Litercy		\$24,638.12	
4531	21st Century		\$36,911.00	
4708	Medicaid in Public Schools		\$4,351.00	
4709	Neb-Mac Funds		\$8,948.54	
4969	ESSA		\$10,928.00	
4996	ESSERF			
4997	ESSER II		\$178,831.00	
4998	ARP		\$26,864.00	
5690	Non-Revenue Sources			
6212	Title Support for Improvements			
<b>ESTIMATED BUDGET OF EXPENDITURES</b>				
		<b>CURRENT BUDGET</b>	<b>CURRENT SPENDING</b>	<b>Remaining</b>
1100	REGULAR EDUCATION	\$4,663,000.00	\$2,983,217	36%
1200	SPECIAL EDUCATION	\$850,000	\$564,750	34%
2100/2150	SUPPORT SERVICES - PUPILS	\$521,000	\$461,063	12%
2200	SUPPORT SERVICES - STAFF	\$160,000	\$98,510	38%
2310	BOARD OF EDUCATION	\$68,000	\$23,946	65%
2320	EXECUTIVE ADMINISTRATION	\$205,000	\$159,096	22%
2330	DISTRICT LEGAL SERVICES	\$25,000	\$11,338	55%
2410	OFFICE OF THE PRINCIPAL	\$450,000	\$237,220	47%
2510	GENERAL ADMINISTRATION/BS	\$300,000	\$145,868	51%
2610	MAIN. & OPERATION OF BLDs.	\$876,570	\$520,838	41%
2710	REGULAR TRANSPORTATION	\$128,000	\$92,596	28%
2712/2730	SCHOOL AGE SPED TRAN.	\$15,000	\$35,050	-134%
3155	TEXTBOOK LOAN			
3300	COMMUNITY SERVICES		\$80,341	
3400	PRIVATE/CATEGORICAL GRANTS	\$90,000		
3535/3551	STATE PROGRAMS	\$15,000	\$10,291	
6000	FEDERAL PROGRAMS	\$1,430,000	\$ 860,220.47	40%
8000	TRANSFER TO DEPRECIATION			
8000	TRANSFER TO ATHLETICS/LUNCH			
8000	TRANSFER TO OTHERS	\$35,000		100%
	BUDGET GROWTH	\$200,000.00		100%
	TOTAL BUDGET	\$10,031,570	\$6,284,344	37%

**September 2021 Board Meeting:**

QCP Fund:

Wells Fargo	\$ 700.00	
Wells Fargo (reimburse Activity)	\$ 6,559.45	(Because of COVID, the IRS didn't process credits on time, so we had to reimburse Wells Fargo until they catch up)

**October 2021 Board Meeting:**

Special Building Fund:

Fakler Architect	\$1,875.00	Architectural Design
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**November 2021 Board Meeting:**

Bond Fund:

BOK Financial	\$199,187.94	Principal and Interest Due December 15, 2021
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Special Building Fund:

Five Points Bank	\$730,000.00	Lease Debt Service
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**December 2021 Board Meeting:**

Special Building Fund:

DWB	\$ 10,358.00	Elementary Time Out room
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Depreciation Fund:

Gates Construction	\$1,792.00	Cement work
Gates Construction	\$7,420.00	Cement work

**January 2022 Board Meeting:**

QCP Fund:

Wells Fargo	\$790.00	
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**February 2022 Board Meeting:**

Bond Fund:

BOK Financial	\$ 725.24	
---------------	-----------	--

Special Building Fund:

DWB Inc.	\$ 18,471.00	Elementary Garage
Overhead Door, Inc.	\$ 2,172.00	Elementary Garage
Brandl Electric	\$ 2,066.80	Elementary Garage
Johnson's	\$ 7,581.00	Elementary Garage

**March 2022 Board Meeting:**

Depreciation Fund:

Dollamur Sport Services \$ 8,350.00 Wrestling Mats

**April 2022 Board Meeting:**

Special Building Fund:

Heartland Commuications \$ 43,735.00 Elementary Camera Project

REGA Engineering \$ 1,000.00 Boundary and Warranty Deed - First Half

**May 2022 Board Meeting:**

Bond fund:

BOK Financial \$ 4,240.00

Special Building Fund:

Fakler Architects \$ 2,000.00 Elementary Addition - Topography

Fakler Architects \$ 2,233.32 Bus Barn - Topography and on site visit

**June 2022 Board Meeting:**

Special Building Fund:

Fakler Architects \$20,056.00 Elementary Addition

Fakler Architects \$5,300.00 Bus Barn

Five Points Bank \$36,192.44 Loan Payment

Rega Engineering \$1,100.00 Boundary and Deed Warranty

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
Checking	1			
Checking	1	Fund: 01 GENERAL FUND		
ALBRACHT DISPOSAL SERVICE	46717	WASTE DISPOSAL	155.00	
ALBRACHT DISPOSAL SERVICE	46718	WASTE DISPOSAL	170.00	
		<b>Vendor Total:</b>		<b>325.00</b>
APPEARA	0753261	SUPPLIES	42.46	
APPEARA	0755389	SUPPLIES	37.48	
APPEARA	0755391	SUPPLIES	26.00	
APPEARA	0757442	SUPPLIES	37.48	
APPEARA	0759494	SUPPLIES	37.48	
		<b>Vendor Total:</b>		<b>180.90</b>
BATTLE CREEK PUBLIC SCHOOLS	0522 STMT	SERVICES	1,659.35	
		<b>Vendor Total:</b>		<b>1,659.35</b>
BCN	23310862	PHONE SERVICE	117.94	
BCN	23328715	PHONE SERVICE	105.32	
		<b>Vendor Total:</b>		<b>223.26</b>
BOYS TOWN	NIE000187927	SERVICES	3,040.00	
		<b>Vendor Total:</b>		<b>3,040.00</b>
BRANDL ELECTRIC	12524	REPAIRS	980.16	
BRANDL ELECTRIC	12551	MAINTENANCE	1,619.46	
		<b>Vendor Total:</b>		<b>2,599.62</b>
CDW - GOVERNMENT INC	X424732	SUPPLIES	1,071.03	
CDW - GOVERNMENT INC	X463792	SUPPLIES	830.60	
		<b>Vendor Total:</b>		<b>1,901.63</b>
CENTRAL NEBRASKA REHAB SERVICES	12578	SERVICES	3,777.77	
		<b>Vendor Total:</b>		<b>3,777.77</b>
CHARTWELLS	2642908812	SUPPLIES	210.00	
CHARTWELLS	2642908828	SUPPLIES	294.00	
		<b>Vendor Total:</b>		<b>504.00</b>
CHOICE FOODS	0622 STMT	SUPPLIES	258.26	
		<b>Vendor Total:</b>		<b>258.26</b>
CITY OF MADISON	0522 5045001	UTILITIES	476.13	
CITY OF MADISON	0522 5095001	UTILITIES	149.29	
CITY OF MADISON	0522 5097002	UTILITIES	157.49	
CITY OF MADISON	0622 7007001	UTILITIES	2,235.90	
CITY OF MADISON	0622 7008001	UTILITIES	4,482.16	
CITY OF MADISON	2223 LEASE	RENTAL	2,500.00	
		<b>Vendor Total:</b>		<b>10,000.97</b>
COMPUTER HARDWARE	G19047	REPAIRS	649.00	
		<b>Vendor Total:</b>		<b>649.00</b>
CUTTING EDGE LAWN CARE SERVICE	2185	LAWN CARE	2,500.00	
		<b>Vendor Total:</b>		<b>2,500.00</b>
DEERE CREDIT INC	2651752	LEASE	510.58	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
			<b>Vendor Total:</b>	<b>510.58</b>
EAKES OFFICE SOLUTIONS	8473630-2	SUPPLIES	77.87	
			<b>Vendor Total:</b>	<b>77.87</b>
ECOLAB PEST ELIMINATION DIVISION	6882514	PEST CONTROL	121.85	
			<b>Vendor Total:</b>	<b>121.85</b>
EDUCATIONAL SERVICE UNIT #10	21841-1	TRAINING	80.00	
			<b>Vendor Total:</b>	<b>80.00</b>
EDUCATIONAL SERVICE UNIT #7	6072022-1	SUPPLIES	150.00	
			<b>Vendor Total:</b>	<b>150.00</b>
EDUCATIONAL SERVICE UNIT #8	INV-008271	SPED SERVICES	28,048.70	
EDUCATIONAL SERVICE UNIT #8	INV-008289	SPED SERVICES	17,200.00	
EDUCATIONAL SERVICE UNIT #8	INV-008307	SPED SERVICES	6,457.20	
			<b>Vendor Total:</b>	<b>51,705.90</b>
FLINN SCIENTIFIC, INC.	2710627	SUPPLIES	661.77	
			<b>Vendor Total:</b>	<b>661.77</b>
FRONTIER	0522 STMT	PHONE SERVICE	786.63	
			<b>Vendor Total:</b>	<b>786.63</b>
GREATAMERICA FINANCIAL SERVICES CORPORATION	31723535	COPIER LEASE	2,256.20	
			<b>Vendor Total:</b>	<b>2,256.20</b>
HEARTLAND COMMUNICATIONS	75134	REPAIRS	625.00	
			<b>Vendor Total:</b>	<b>625.00</b>
HIATT, LARRY	0422 STMT	INSPECTION	380.00	
			<b>Vendor Total:</b>	<b>380.00</b>
HILTON OMAHA	ZHV8XZM9	TRAVEL	162.00	
			<b>Vendor Total:</b>	<b>162.00</b>
HIRERIGHT LLC, INC	F1105232	DOT TESTING	31.40	
			<b>Vendor Total:</b>	<b>31.40</b>
HY-VEE FOOD STORE	0522 STMT	SUPPLIES	264.74	
			<b>Vendor Total:</b>	<b>264.74</b>
HY-VEE FOOD STORES, INC	0522 STMT	SUPPLIES	563.01	
			<b>Vendor Total:</b>	<b>563.01</b>
INTERNATIONAL ACADEMY OF SCIENCE, ACELLUS EDUCATION CENTER	5960	SUPPLIES	594.00	
			<b>Vendor Total:</b>	<b>594.00</b>
JACKSON SERVICES	4805087	SUPPLIES	70.86	
JACKSON SERVICES	4805088	SUPPLIES	54.56	
			<b>Vendor Total:</b>	<b>125.42</b>
JURGENS REPAIR	43669	REPAIRS	713.16	
			<b>Vendor Total:</b>	<b>713.16</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
KSB SCHOOL LAW	12080	LEGAL SERVICES	1,000.00	
		<b>Vendor Total:</b>		<b>1,000.00</b>
LEXIA LEARNING SYSTEMS, LLC	SIN081868	SUPPLIES	2,214.00	
		<b>Vendor Total:</b>		<b>2,214.00</b>
LUNCHTIME SOLUTIONS, INC.	INV-33879	SUPPLIES	780.13	
		<b>Vendor Total:</b>		<b>780.13</b>
MADISON STAR MAIL	15043	PUBLICATIONS	80.90	
MADISON STAR MAIL	15049	PUBLICATIONS	8.84	
		<b>Vendor Total:</b>		<b>89.74</b>
MCGRAW-HILL EDUCATION BOOK COMPANY	122973215001	SUPPLIES	242.29	
		<b>Vendor Total:</b>		<b>242.29</b>
MENARDS - NORFOLK	23250	SUPPLIES	38.97	
MENARDS - NORFOLK	23371	SUPPLIES	7.13	
MENARDS - NORFOLK	23740	MAINTENANCE	195.03	
MENARDS - NORFOLK	24519	MAINTENANCE	81.64	
		<b>Vendor Total:</b>		<b>322.77</b>
MPS ACTIVITY FUND	0622 REIMB	REIMBURSEMENT	7,360.00	
MPS ACTIVITY FUND	PO38354	SUPPLIES	100.00	
MPS ACTIVITY FUND	PO38375	REIMB SUPPLIES/TRAINING	646.54	
MPS ACTIVITY FUND	PO38376	REIMB	1,900.00	
		<b>Vendor Total:</b>		<b>10,006.54</b>
MPS LUNCH FUND	PO38401	SUPPLIES	72.01	
		<b>Vendor Total:</b>		<b>72.01</b>
NAEA, NEBRASKA AG ED ASSOCIATION	041922 STMT	MEMBERSHIP	235.00	
		<b>Vendor Total:</b>		<b>235.00</b>
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	0522 STMT	MEMBERSHIP	2,815.00	
		<b>Vendor Total:</b>		<b>2,815.00</b>
NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LABORATORY	552039	WATER TESTING	31.00	
		<b>Vendor Total:</b>		<b>31.00</b>
NORFOLK DAILY NEWS	0522 STMT	SUBSCRIPTION	360.00	
		<b>Vendor Total:</b>		<b>360.00</b>
NORTHEAST COMMUNITY COLLEGE	202225	TRAINING	24.00	
		<b>Vendor Total:</b>		<b>24.00</b>
NORTHEAST NEBRASKA JUVENILE SERVICES	0522 STMT	REIMBURSEMENT	5,585.84	
		<b>Vendor Total:</b>		<b>5,585.84</b>
ONE SOURCE	2877-20220531	BACKGROUND CHECKS	30.00	
		<b>Vendor Total:</b>		<b>30.00</b>
PDX READING SPECIALIST, LLC	8599	SUPPLIES	12.99	

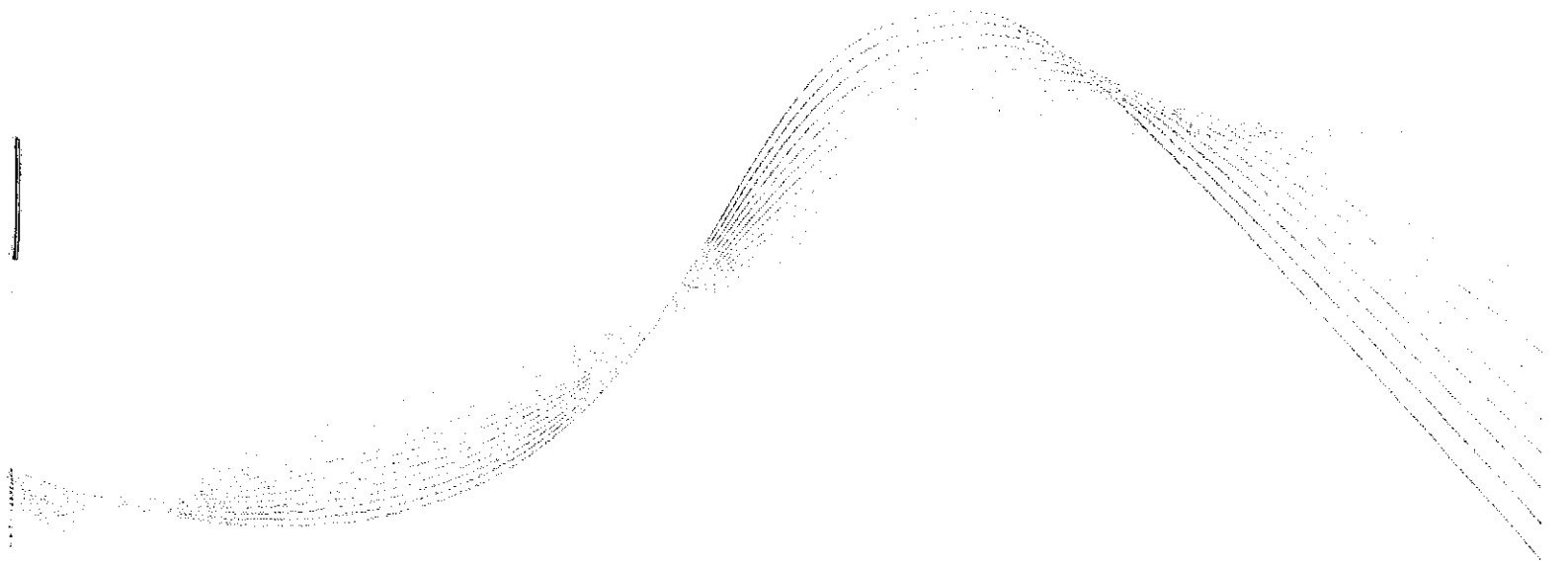
<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
PDX READING SPECIALIST, LLC	8600	SUPPLIES	146.86	
PDX READING SPECIALIST, LLC	8601	SUPPLIES	125.88	
PDX READING SPECIALIST, LLC	8602	SUPPLIES	12.99	
		<b>Vendor Total:</b>		<b>298.72</b>
PIZZA HUT OF MADISON	050922 ORDER	SUPPLIES	49.08	
PIZZA HUT OF MADISON	051122 ORDER	SUPPLIES	55.00	
		<b>Vendor Total:</b>		<b>104.08</b>
POSITIVE PROMOTIONS, INC	06968152	SUPPLIES	192.60	
		<b>Vendor Total:</b>		<b>192.60</b>
REALLY GOOD STUFF	7935510	SUPPLIES	218.47	
		<b>Vendor Total:</b>		<b>218.47</b>
RESERVE ACCOUNT	PO38415	SUPPLIES	1,000.00	
		<b>Vendor Total:</b>		<b>1,000.00</b>
SCHMIDT, COURTNEY	051722 STMT	MILEAGE	28.66	
SCHMIDT, COURTNEY	0522 STMT	MILEAGE	69.61	
		<b>Vendor Total:</b>		<b>98.27</b>
SCHOOL NURSE SUPPLY, INC	0894786-IN	SUPPLIES	512.20	
		<b>Vendor Total:</b>		<b>512.20</b>
SHORT STOP, THE	0522 STMT	FUEL	1,715.28	
		<b>Vendor Total:</b>		<b>1,715.28</b>
SPARKLIGHT (FORMERLY CABLE ONE)	0622 STMT	BOX RENTAL	27.02	
		<b>Vendor Total:</b>		<b>27.02</b>
SUBCO MADISON, LLC	1/A-255873	SUPPLIES	116.47	
SUBCO MADISON, LLC	1/A-256145	SUPPLIES	56.53	
		<b>Vendor Total:</b>		<b>173.00</b>
SYMMETRY ENERGY SOLUTIONS	13558004	UTILITIES	6,073.80	
		<b>Vendor Total:</b>		<b>6,073.80</b>
SYNCB/AMAZON	454668684357	SUPPLIES	69.99	
SYNCB/AMAZON	455459487378	SUPPLIES	92.04	
		<b>Vendor Total:</b>		<b>162.03</b>
U-HOP ENTERTAINMENT	PO38267	SUPPLIES	845.00	
		<b>Vendor Total:</b>		<b>845.00</b>
UPS	00003620EY172	SHIPPING	15.50	
UPS	00003620EY182	SHIPPING	15.50	
UPS	00003620EY202	SHIPPING	52.22	
		<b>Vendor Total:</b>		<b>83.22</b>
US BANK CARDMEMBER SERVICES	0522 STMT	SUPPLIES	2,315.50	
		<b>Vendor Total:</b>		<b>2,315.50</b>
WALMART COMMUNITY	1642048524	SUPPLIES	736.68	
		<b>Vendor Total:</b>		<b>736.68</b>

<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>	
WATER ENGINEERING INC	IN85000	WATER SERVICE	270.04	
WATER ENGINEERING INC	IN85049	WATER SERVICE	190.00	
		<b>Vendor Total:</b>		<b>460.04</b>
WINNERS' CIRCLE	54252	SUPPLIES	93.24	
		<b>Vendor Total:</b>		<b>93.24</b>
		<b>Fund Total:</b>		<b>126,346.76</b>
		<b>Checking Account Total:</b>		<b>126,346.76</b>



**MADISON**  
PUBLIC SCHOOLS

PREPARED FOR  
**ALAN EHLERS**



# Hey Alan!

It was great connecting with you last week. Like we talked about with so much competition for students, teachers, and space in people's minds, it has never been more important to share the positive things happening at the schools. And with all of your current and prospective families being on mobile, that is your biggest opportunity to build those advocates.

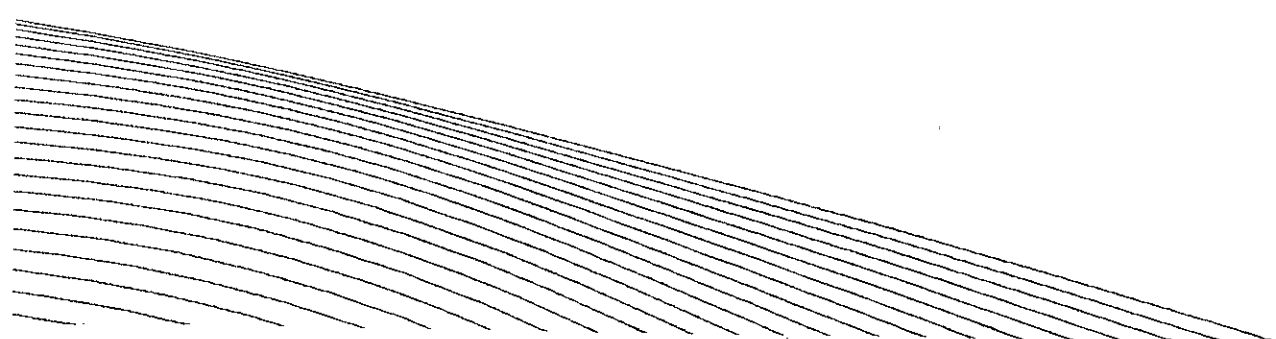
And with Thrillshare, you now have one place where you and your staff can go to and share the positive stories happening at Madison Public Schools. I included in this booklet a few examples of what that could look like!

Talk soon!

**Nia**



Ask me about working in education for almost 10 years  
and traveling internationally

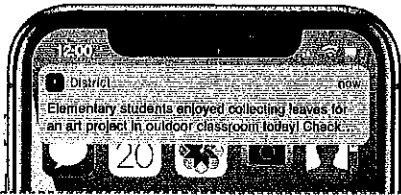


# Keys to a Mobile Strategy

Most districts go wrong by thinking that just getting a new website is enough to connect with families and their community. The problem is, people spend the majority of their time online in mobile apps, not their browsers.

If you just need a depository of information, a simple website will be the way to go. In fact, there are many free websites you can use to accomplish this goal. In most cases, school districts have other reasons to upgrade their websites: **to make a better impression, provide a good user experience, and attract students, teachers, and attention.**

To reach that goal, you have to meet people where they spend their time online. That's why we help you build a **mobile strategy.**



## Push Notifications

Send push notifications to subscriber groups in the app to drive your community back to the app.

## School Sections

Enable users to drill down to view content for a specific school or set a default school.

## The Info People Want

Provide easy, native access to the content and information your parents want most.



# Single Source of Truth

To win in school marketing, you need to stand out on the devices people use the most. That's why we use state of the art design and technology to create an intuitive user experience that your audience will love. Our native mobile apps load quickly and present information so it's easy to understand on a smaller screen.

Fully native for iOS and Android so your community has a great user experience no matter what phone they're using.



News



Events



Documents



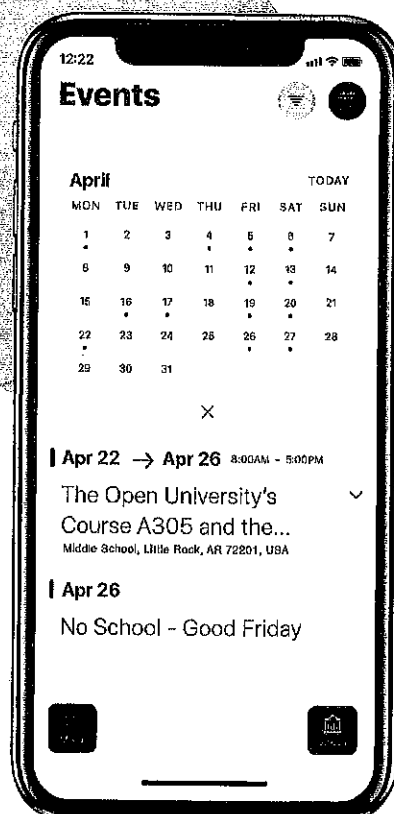
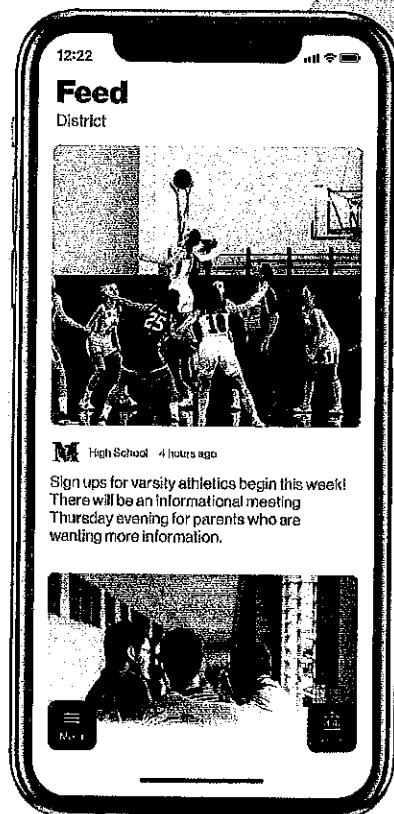
Breakfast & Lunch



Staff Directories

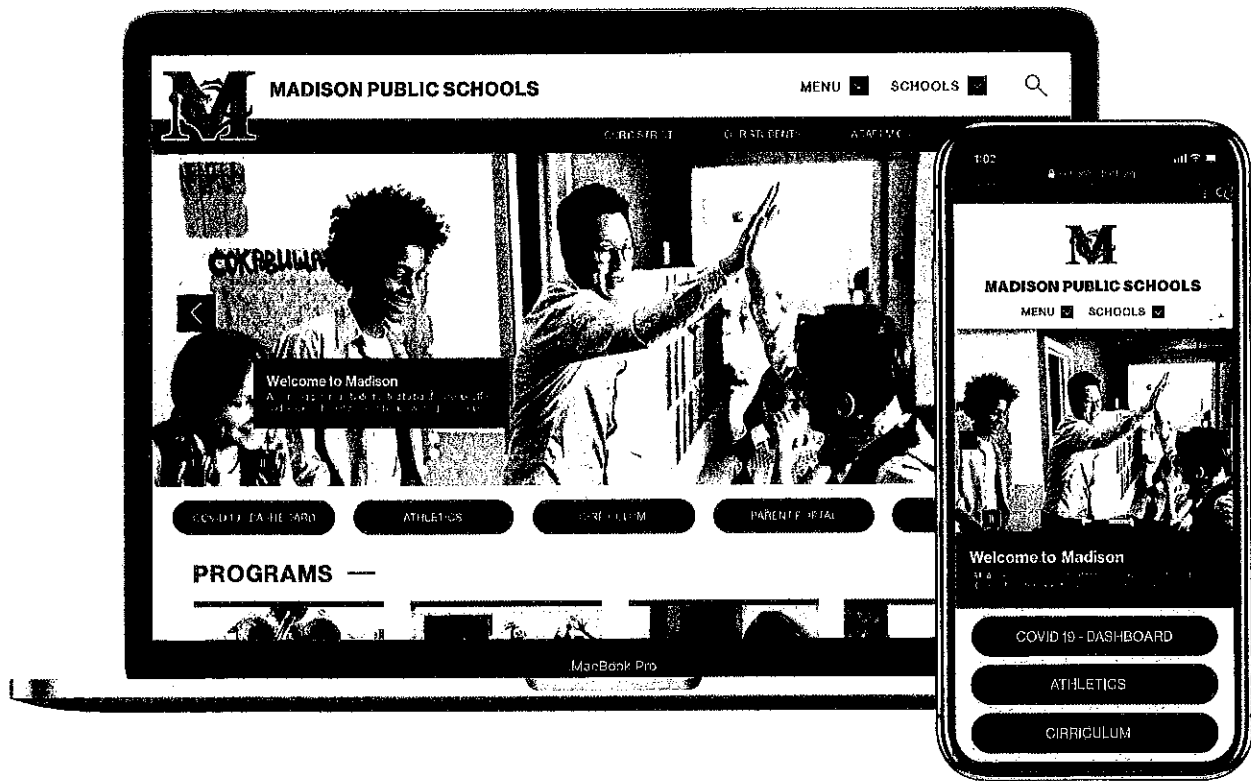


Athletics & Schedules



# Crafting a Great User Experience

A good website stands out by offering a great user experience. That's the best way for you to make a positive first impression and get people to come back.



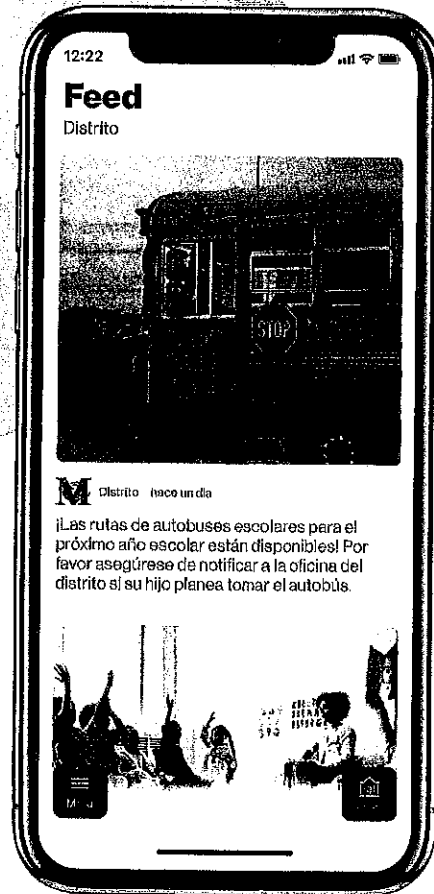
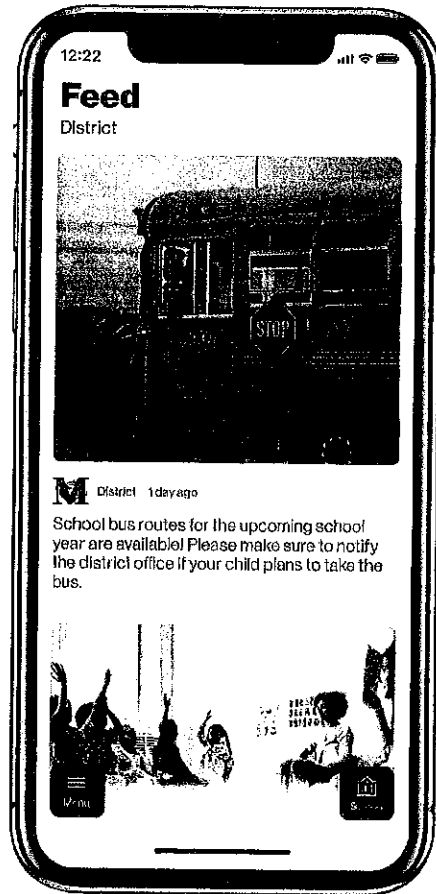
## Responsive Design That Works On Any Device

Having a responsive website is a **must**. It's an important part of your mobile strategy, so we build all of your websites to be fully responsive. This also means you don't need to recreate content to make it accessible to smartphones. This helps users with visual or motor impairments navigate the website from all device types and screen sizes.

# Language Translation

In today's world, you need to engage diverse audiences. Successfully doing so is about more than just translating your website, mass notifications, and mobile app to other languages. Often, message formatting is thrown off after a translation feature is applied, and the user ends up with a message that's illegible.

No one in your community should feel like an afterthought. That's why we use the most robust translation services to power the translation of your website, mass notifications, and mobile app, all while retaining the same great user experience.



# Your Website Could Look Like This:

We follow modern design best practices to offer a clean and appealing visual experience to your audiences. **Every website we build and host is ADA-compliant.** In addition to providing the tools to ensure compliance, we also provide ongoing **ADA training** for district staff to ensure that added content is in compliant as well.

## Share What Makes Your District Stand Out!



### Live feed

A place for short updates to keep everyone in the loop. It's like a Twitter feed reserved for school information.



### Events

Bring your community together with a simple and powerful events calendar.



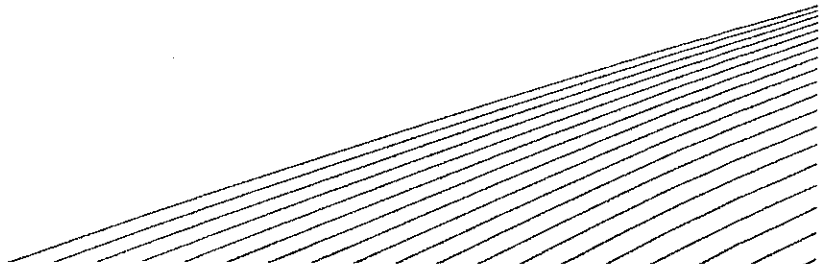
### News

Highlight the exciting stories and achievements going on in your district.



### Programs

Highlight what really matters. We'd love to feature your programs and make it easy for your audiences to find what they're looking for.





Welcome to Madison

A learning community united to build respectful and responsible citizens and empower all learners.

COVID-19 DASHBOARD

ATHLETICS

CURRICULUM

PARENT PORTAL

EMPLOYMENT

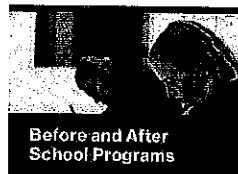
PROGRAMS



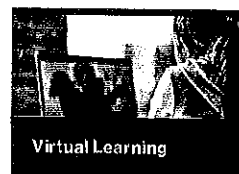
Arts



Athletics



Before and After School Programs



Virtual Learning

NEWS



Congrats Students of the Month

Students of the Month are: Freshmen, Andrew McConnell & Emma Cochrane, Sophomores, Brodie Crim & Lindsey Boler, Juniors, Atrien Emmons & Symontha Clerk...



Electrical Wiring Students Finish Solar Greenhouse Project

As the semester begins to wind down, three seniors in the Electric Wiring class have put the finishing touches...



Nominations Sought for 2020 Alumni of Distinction Award

We are currently accepting applications for our annual Alumni of Distinction Award. The award is handed out...



High School Library Opens After a Month of Renovations

The high school library will re-open next week after a month of renovations - students will now have access...

LIVE FEED

4 hours ago, District

Have we mentioned how much we love our Team?? Our Membership committee stopped in today with special treats for our membership drive winners... Read More

1 day ago, District

The School District outdoor track is closed for renovations until further notice. Please share this information with anyone who uses the track during non-school hours.

3 days ago, Middle School

We will be adding new PE equipment to the middle school gym next week! A huge thank you to all the volunteers that helped with the fundraiser last month to make... Read More

4 days ago, High School

Our new Students of the Month have been announced! We are so proud of the hard work and great examples these students have shown! Great job students!

EVENTS

Dec 18

End of Second Grading Period

1:00 PM - 2:00 PM

Dec 25

Winter Break starts

ALL DAY

Jan 4

Students and Teachers return to school

1:00 PM - 2:00 PM

Jan 4

Bus Routes Resume

All Day

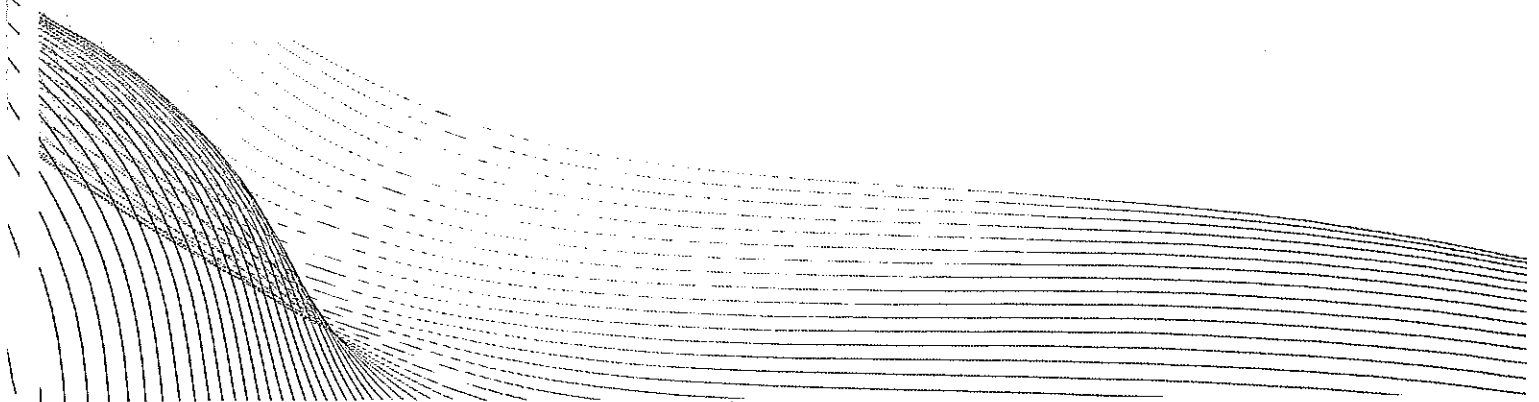
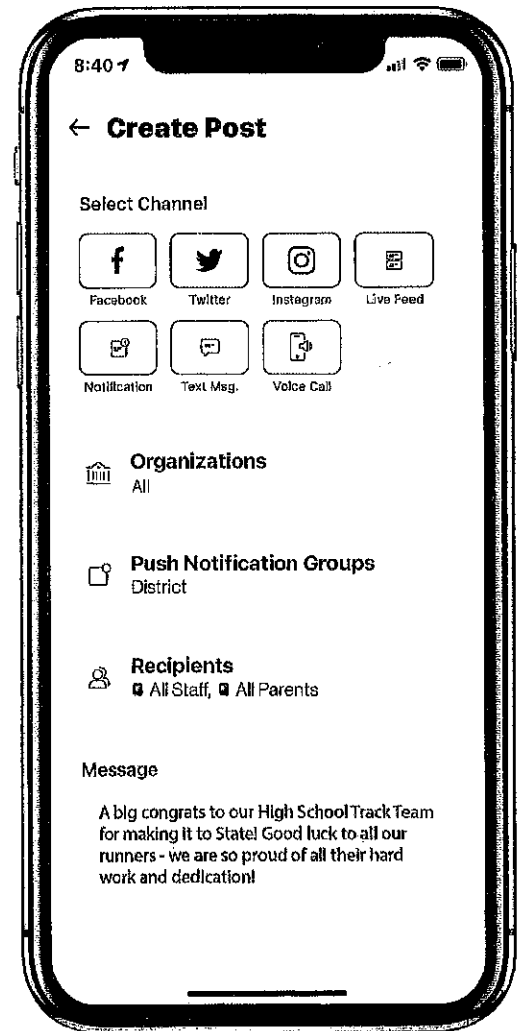
# A Marketing Team in Your Pocket



The stories of student achievement happen in your classrooms, stadiums, and auditoriums. Thrillshare's app for Android and iPhone allows the people closest to the stories to be the storytellers, wherever they are.

Simply take out your phone, write an update, and instantly share it across all the devices and social networks your community uses to find information.

**Advocate for your  
schools with a  
powerful brand.**



# Training & Support

We won't charge for our initial training, and we will never charge for ongoing training — even if we did one per week. All of our trainings are done via zoom, so those sessions are recorded and available at your disclosure. Additionally, you can use tools like our help center or live chat to receive immediate assistance.

## Client Success

"Support" is about more than helping with questions and addressing concerns. You will have a dedicated point of contact for:

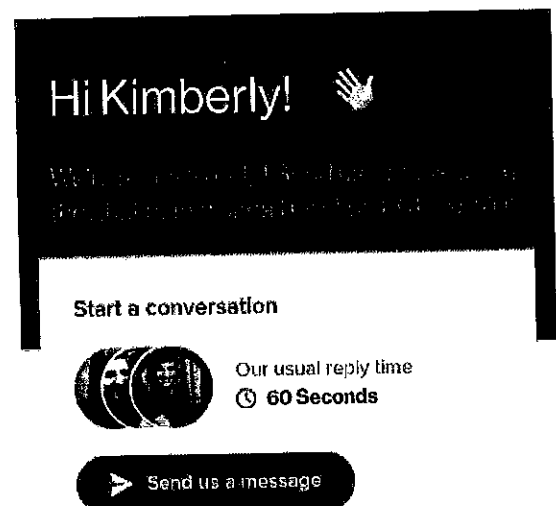
- Marketing Strategy
- Best Practices
- Feature Updates
- Product Rollout Campaign

**All training  
is included  
& unlimited**

## Response Time

**Our average response time is 60 seconds**, and most requests for support are closed within 30 minutes. Here are some ways to reach us:

- Live Chat (online)
- Phone
- Email



# Meet the Team



**Jesson George**  
VP of Client Experience

Jesson leads Apptegy's Client Success, Onboarding, and Technical Operations/ Support teams. He brings 18 years of experience in project management, leadership, and customer service in telecommunications. He believes that deeply understanding the client's needs, the school community, and providing the right tools at the right moment are at the heart of the work the Client Experience team does.



**Amy Charpentier**  
Director of Implementation

As the Director of Implementation at Apptegy, Amy coaches her team to deeply understand the client's school community in order to create an online platform that radically improves a district's ability to communicate.



**Travis Howk**  
Head of Technical Operations & Support

Travis and the TechOps team serve as a liaison between our Client Success and our Development teams. His role is hard to find in other companies: he's in charge of customer support and understands the technical inner-workings of our tools. This way, we have people interacting with clients who are able to understand and make fixes to the code base without going to a separate development team.

# Let's keep the conversation going.



☎ **(708) 828-1784**

✉ **[nia-imani.ahmad@apptegy.com](mailto:nia-imani.ahmad@apptegy.com)**

Feel free to reach out to me through email or my personal cell phone number.

Madison Public Schools Fleet report May of 2022				2021	2022	Total
Type	Make	Year	VIN	Capacity		
Silver Act. Van	Ford	10-1	1FBNE3BL7ADA85997	11	106,327	117,880
Silver Act. Van	Ford	10-2	1FBNE31L97DB07857	11	94047	102176
Silver Act. Van	Ford	10-3	1FBNE3BL5ADA61930	11	79800	86726
Old Sped Van	Ford	07	1FBNE3BL6ADA76018	11	168,184	172,212
NewSPED Van	Ford	2014	1FBNE3BL5EDA14996	11	106,469	119,239
White (15) Van	Ford	2000	1FBSS31S6YHB90053	15	38,514	41,774
Sped Car	Ford	2017	1fahp2d84hg108236	5	6732	16912
Expedition	Ford	2021	1FMJK1JT2MEA70911	8	2	2,347
Impala	Chevy	2012	2G1WG5E31C1337025	5	102,429	105,436
pickup	Chevrolet	2006	1GCEK14V66E29015	3	95,312	97,647
bus	International	2004	4DRBRABM34B965557	59	109,339	111,144
bus (Norfolk)	International	2006	4DRBUAFM37B367949	59	110,605	110,900
bus	Blue Bird	2013	1BAKDCPH8DF291628	59	102,337	108,325
bus	Freightliner	2014	4UZABPDWXWCFF9690	59	77,976	92,742
bus	Freightliner	2018	4UZABPFD5JCJG4398	59	27,297	41,321
Windstar	Ford	2002	2FMZA51462BB03455	7	Traded	
mini bus	GMC	2001	1GDJG31F011206611	28	Traded	
blue van	Ford	1997	1FBNE3BL7ADA85997	1	Traded	
mini bus	GMC	2001	1GDJG31F011206611	28	Traded	
bus	International	1998	1HVBBABM3WH558390	59	Traded	
bus	International	1999	1HVBBABP6XH205153	59	Traded	
Expedition	Ford	2012	1FMJK1J51CEF12450	8	Traded	
Needs/wants				Bus Total		36,878
				Activity Van		33,896
				SPED Van/car		22,950
				Migrant		500
Bus Barn at some point and time?				Maintenance		6,363
				Staff Use		5,352
				Total Miles		105,939
Notes:						
				Recent Mileage Totals/Trends		
Bus Mileage increased by 2,051 miles from 2021				2017 111,874		
Activity van mileage Increased by 12,730 miles.				2018 109,024		
SPED miles increased by 8,83 ( New student at Boys Town)				2019 104,072		
				2020 91,949		COVID
				2021 80,562		COVID
Total Mileage increase of 25,377 for the year				2022 105,939		

**PROPOSED TIMELINE UNDER THE PROPERTY TAX REQUEST ACT  
(NEB. REV. STAT. § 77-1630 THROUGH § 77-1634) A/K/A LB 644  
AND THE BUDGETING PROCESS**

If a school district seeks to increase its property tax request *by more than the allowable growth percentage*, it must comply with the following procedures.

**August 20.** On or before August 20, the county assessor shall certify the current taxable value of the taxable real and personal property subject to the applicable levy.

**August 21 – August 31.** Prepare the proposed budget statement and make it available to the public.

**August 21 - September 25.** Publish notice of the hearing on the proposed budget statement *at least four calendar days prior to* the hearing.

**August 25 - September 29.** Conduct a hearing on the proposed budget statement.

**September 5.** On or before September 5, the school must send **the information required by 77-1633(3)(h)** to the county clerk.

**September 10.** The county clerk must send the 77-1633(3)(h) information to the county assessor no later than September 10.

**September 10 - September 21.** The county assessor must mail “the postcard” at least seven calendar days before the joint public hearing.

**September 14-25.** Publish notice of the special school board meeting to adopt or amend the proposed budget statement and to set the school’s property tax request.

**Prior to September 17.** Designate one representative to attend the joint public hearing on behalf of the school. This could be the superintendent. There is no requirement that the full board or any board member attend the

joint hearing. If a quorum of the board will attend the joint public hearing, you should give serious consideration to noticing the meeting as a school board meeting as well.

**September 17-28.** Participate in a joint public hearing. [NOTE: The joint public hearing takes the place of/is the tax request hearing.] At the hearing, the designated representative of the district must make a presentation that must include the name of the school district, the amount of the property tax request, and the statements required by section 77-1633(3)(d)(iii).

**September 18-29 (\*after the joint public hearing).** Hold a special meeting to (1) adopt or amend and adopt the proposed budget statement and (2) pass a resolution to set the school's property tax request.

**On or before September 30.** The school must file the adopted budget statement and certify the amount of tax required to fund the adopted budget.

**On or before October 15.** The school must certify the tax request resolution and file it with the county clerk on or before October 15.

# 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.**



Madison Logo

## Superintendent Report June 2022

- **School Safety**

After the recent school shooting in Texas, I realize this is a topic that will be on the minds of our staff, parents, students. Most school districts have had ongoing training to prepare for this type of event and we certainly hope it does not take place in our community. Mrs. Kunz has done a good job the last five years working with the districts threat assessment and safety/crisis teams to hold both intruder and evacuation drills. The district has also recently invested in new cameras systems in both buildings that allow members of the administrative team to keep a close eye on things.

But many of these same safeguards had been done in Texas as well. So, as we prepare for the new school year Mr. Mackey has 5 days of additional training on school safety and will look to lead the process as we start the new school year. We will also keep meeting with local law officers who are members of the Threat Assessment team to evaluate current procedures and how to best prepare for the future.

- **LB 644 post card bill**

Many questions still remain on how the joint tax request hearing might look. If you do elect to go above the 2% + local growth rate MPS based on County district number #59-0001 would get to share information to start the meeting. It sounds like districts if attended would are planning to send one member of the local board. The meeting would need to take place from September 17<sup>th</sup>-28<sup>th</sup> so we are hoping September 19<sup>th</sup> might be the date they select. Discussion is the meeting might be at the college.

- **Apptegy**

During the past few weeks I have been exploring how to better market Madison Public School and enrich our current level of parent and community involvement. The Administrative team is also exploring pathways for teachers to improve communication with parents as we look to raise expectations at Madison Public Schools.

Many school districts are moving beyond the standard website and looking to develop a mobile strategy to reach students, parents and some grandparents who are always with their phones. So no longer hosting a good website enough to attract quality families and applicants to a school district. Everyone is looking for that next student, family or staff member.

I do believe that our current website and basic app that we have used for around 6 years does a fairly decent job of telling the districts story but should be doing more? Apptegy provides a modern platform that allows push notifications to go out to several social media platforms and meets the consumer at their level. We have done a good job using Facebook to connect to others.

As with any new technology a cost is attached to looking into an updated approach. Apptegy does have a bit of a sticker price of around \$7,000 per year compared to the \$2,000 a year for the current website and app. The set-up fee is \$8,000. I'm not saying this change needs to take place over the next few months.

As your Superintendent my role is to share some products that will help us support our students and grow our district. I believe this marketing tool is something that allows us to move forward. But in the end if you don't feel now is the time or the product I certainly understand. However if you would like me to keep exploring this product I would be more than happy to do so. Why consider a change:

- Helps create a great user experience
- Works on any device
- Language Translation
- Short updates to keep everyone informed
- Events calendar
- News (Highlight great things)
- ADA- compliant
- Thrillshare- Allows all staff to add updates from the classrooms with a district approval step before being pushed out on the site.

○ **Developing school culture and expectations**

During end of meetings discussion have been held about how to increase rigor across the board for all stakeholders of our district. The expectation needs to move from hoping to have students to just meet requirements to graduate to walking across the stage with better grades and overall knowledge.

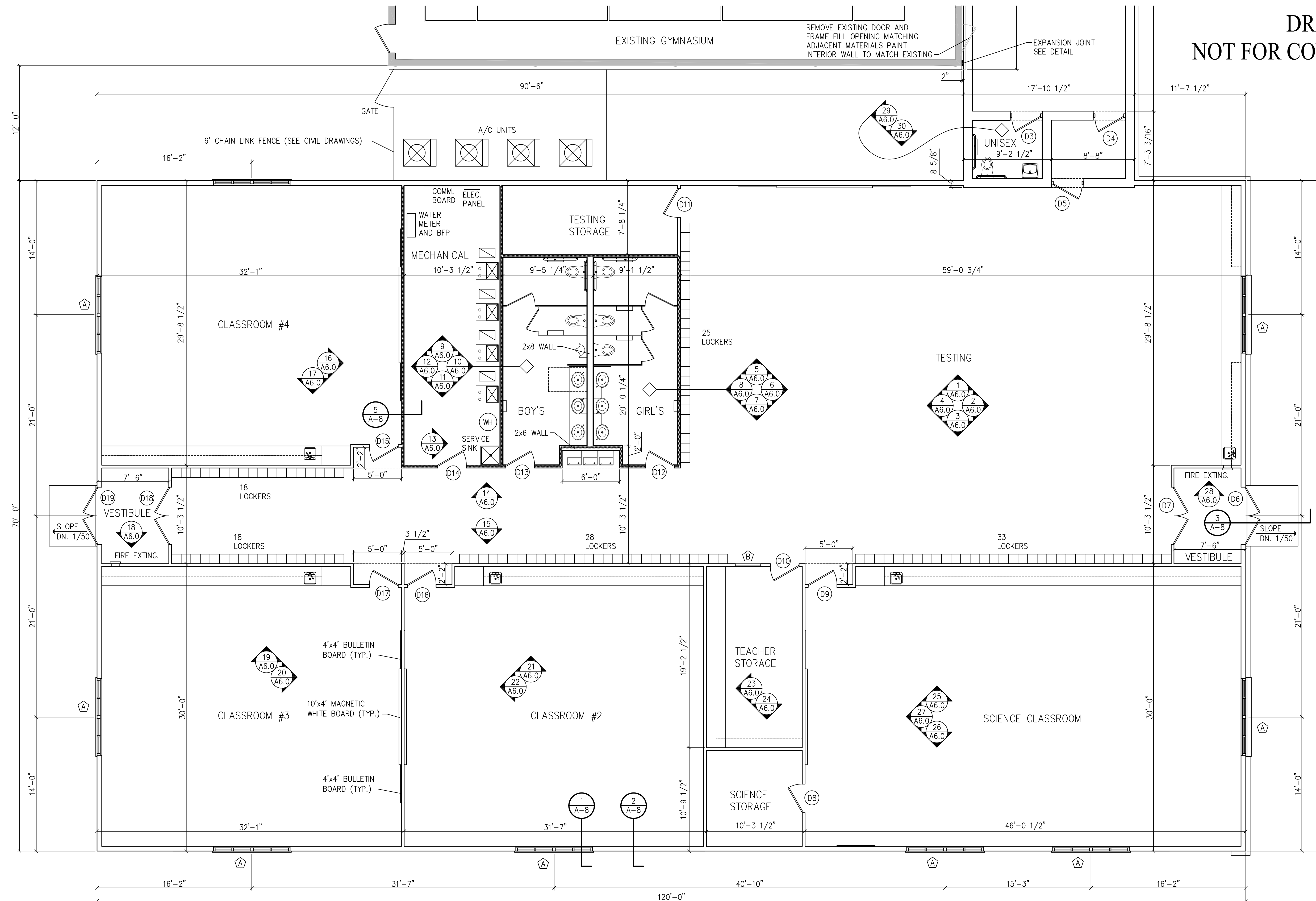
As members of the Board of Education this journey will not be simple or easy but steps to take our school culture to the next level is needed to meet our Mission statement. We all can agree we do have nice kids but that no longer can be are only goal our focus must be on creating the Culture where a high level of learning defines who we want to become.

Communication and how we promote events and opportunities for our students and parents is also areas we are looking to improve in the coming school year. The Madison Public Schools Educational Team is always looking for ways to improve.

○ **End of the School year projected student release dates**



DRAFT  
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PROPOSED USE:  
MIXED USE  
CLASSROOMS - TYPE E OCCUPANCY  
STORAGE - TYPE S2 OCCUPANCY

TYPE OF CONSTRUCTION:  
TYPE VB

AUTOMATIC SPRINKLER SYSTEM:  
PROVIDED

TOTAL AREA 10,331 SQ. FT.

OCCUPANT LOADS:  
CLASSROOMS - 5857 NET SQ. FT. / 20 SQ. FT. PER PERSON = 292.85 PEOPLE PER IBC & NFPA  
TESTING, TEACHER, & SCIENCE STORAGE, MECHANICAL, & JANITOR - 764 GROSS SQ. FT. / 300 SQ. FT. PER PERSON = 2.55 PEOPLE PER IBC  
IBC TOTAL OCCUPANT LOAD = 296  
NFPA TOTAL OCCUPANT LOAD = 293

REQUIRED PLUMBING FIXTURES  
148 MEN & 148 WOMEN  
148/50 = 3 WC MEN  
148/50 = 3 LAVATORIES MEN  
148/50 = 3 WC WOMEN  
148/50 = 3 LAVATORIES WOMEN  
296/100 = 3 DRINKING FOUNTAINS  
1 SERVICE SINK

FLOOR PLAN  
SCALE: 3/16" = 1'-0"  
NORTH  
122 SINGLE TIER LOCKERS

LEGEND  
 — NEW WALL  
 — NEW WALL WITH SOUND BATTS  
 — EXISTING WALL TO REMAIN  
 — EXISTING WALL TO BE REMOVED

L. MICHAEL D. FAKLER, AM THE  
COORDINATING PROFESSIONAL ON  
THE MADISON PUBLIC SCHOOLS ELEMENTARY  
CLASSROOM ADDITION PROJECT

**FAKLER ARCHITECTS, L.L.C.**  
1001 N. 6th St., BEATRICE, NE 68310  
PH 402-228-3020 FAX 402-228-3018  
E-MAIL michael@faklerarchitects.com

**CLASSROOM BUILDING FLOOR PLAN**  
Madison P.S. Elementary Classroom Addition  
405 East 8th St., Madison, Nebraska 68748

REVISIONS  
PRELIMINARY ISSUE  
9/16/2021  
BID ISSUE  
PERMIT ISSUE  
CONST. ISSUE  
**A-1.1**  
PROJECT #1415

**DRAFT  
NOT FOR CONSTRUCTION**

I, MICHAEL D. FAKLER, AM THE COORDINATING PROFESSIONAL ON THE MADISON PUBLIC SCHOOLS BUS BARN PROJECT

THIS DOCUMENT IS ISSUED UNDER THE AUTHORITY OF MICHAEL D. FAKLER NEBRASKA ARCHITECT REGISTRATION # A-3413 ON MARCH 1, 2022. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

**FAKLER ARCHITECTS, L.L.C.**  
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E-MAIL michael@faklerarchitects.com

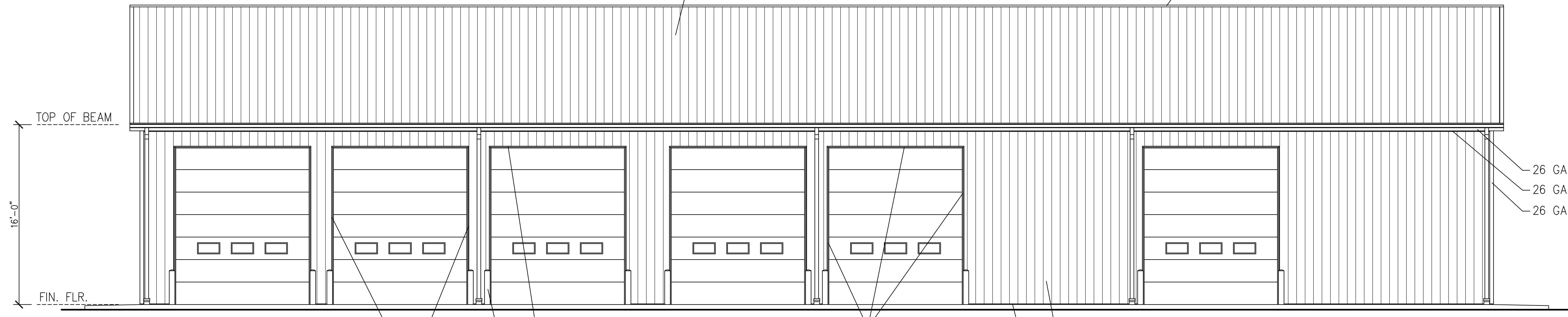
**Madison P.S. Bus Barn**  
700 South Kent St., Madison, Nebraska

**FLOOR PLAN**  
REVISIONS  
PRELIMINARY ISSUE  
3/1/2022  
BID ISSUE  
PERMIT ISSUE  
CONST. ISSUE

**A-3**  
PROJECT #1432

26 GAUGE PRE-FINISHED CLASSIC RIB PANEL BY METAL SALES MANUFACTURING CORPORATION - OR APPROVED EQUAL

26 GAUGE PRE-FINISHED RIDGE VENT



**WEST ELEVATION**  
SCALE: 3/16" = 1'-0"

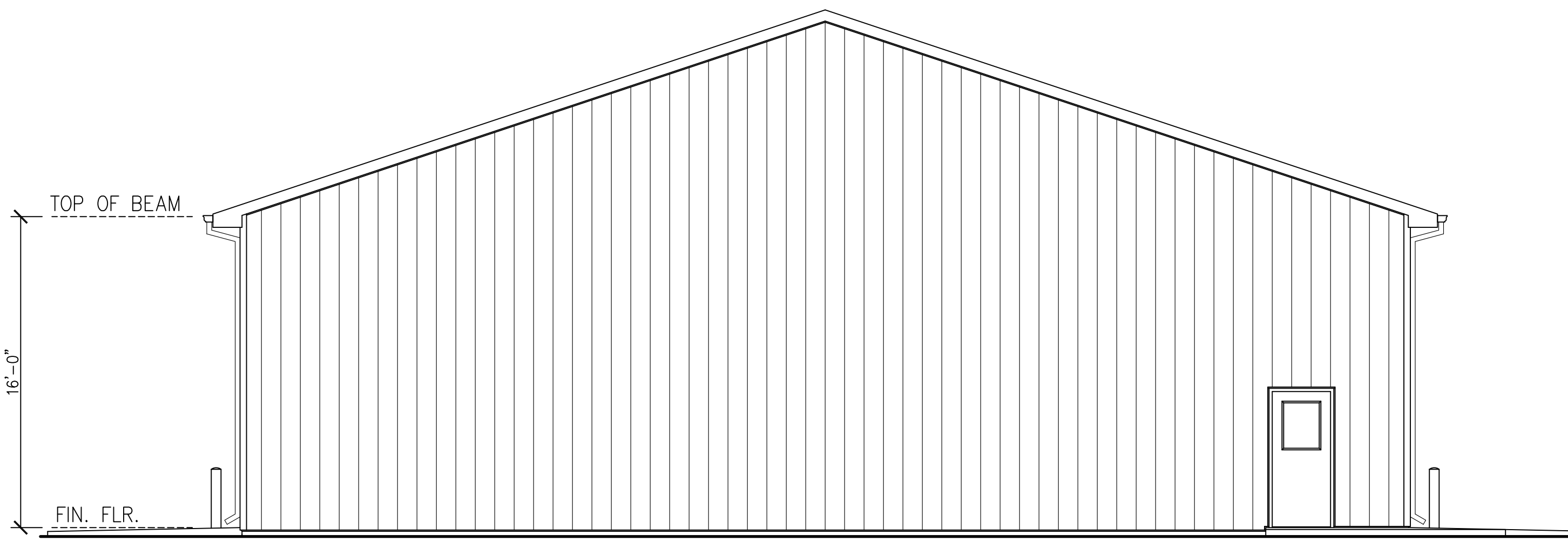
26 GAUGE PRE-FINISHED DRIP CAP  
CONCRETE FILLED 6" STEEL PIPE BOLLARD - PAINTED  
26 GAUGE PRE-FINISHED OVERHEAD DOOR TRIM

VINYL WEATHER STRIP

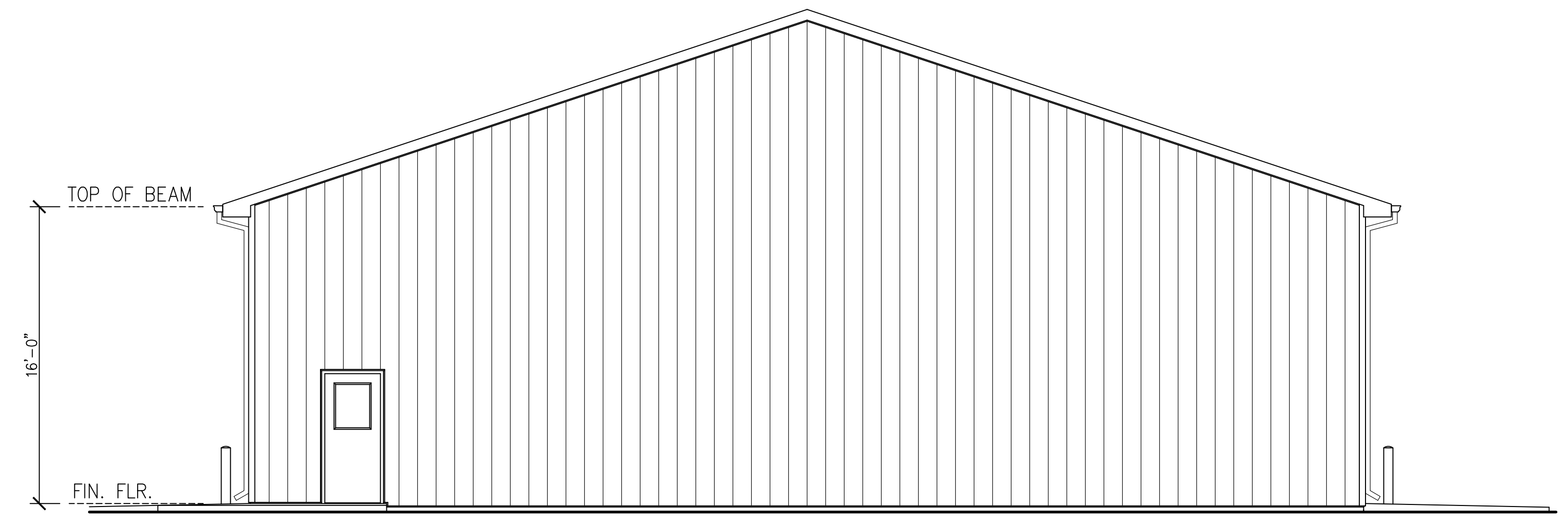
29 GAUGE PRE-FINISHED CLASSIC RIB PANEL BY METAL SALES MANUFACTURING CORPORATION - OR APPROVED EQUAL

26 GAUGE PRE-FINISHED ANGLE BASE

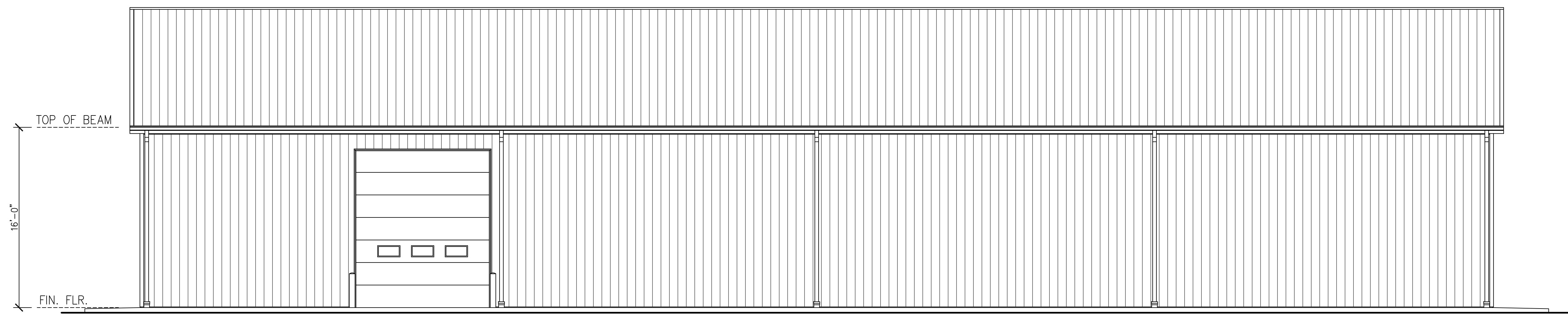
26 GAUGE PRE-FINISHED FASCIA  
26 GAUGE PRE-FINISHED J CHANNEL  
26 GAUGE PRE-FINISHED CORNER TRIM



**NORTH ELEVATION**  
SCALE: 3/16" = 1'-0"

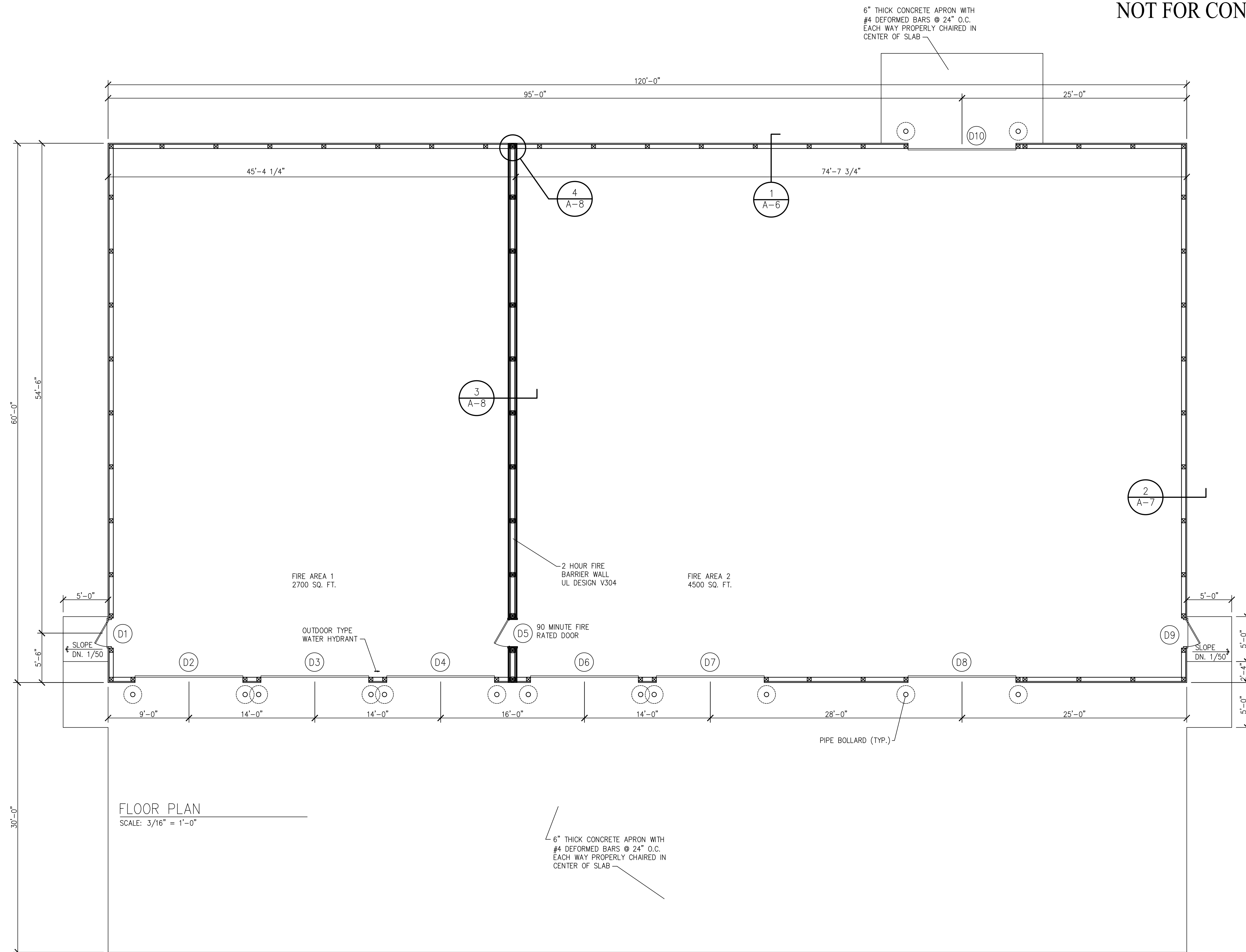


**SOUTH ELEVATION**  
SCALE: 3/16" = 1'-0"



**EAST ELEVATION**  
SCALE: 3/16" = 1'-0"

DRAFT  
NOT FOR CONSTRUCTION



FLOOR PLAN  
SCALE: 3/16" = 1'-0"

I, MICHAEL D. FAKLER, AM THE COORDINATING PROFESSIONAL ON THE MADISON PUBLIC SCHOOLS BUS BARN PROJECT  
THIS DOCUMENT IS ISSUED UNDER THE AUTHORITY OF MICHAEL D. FAKLER, NEBRASKA ARCHITECT REGISTRATION # A-3413 ON MARCH 1, 2022. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

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**Madison P.S. Bus Barn**  
700 South Kent St., Madison, Nebraska

REVISIONS
PRELIMINARY ISSUE 3/1/2022
BID ISSUE
PERMIT ISSUE
CONST. ISSUE

FLOOR PLAN

**A-3**  
PROJECT #1432

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE</sup>  
BOBBY TRUHE <sup>NE, SD</sup>  
SARA HENTO <sup>NE, SD</sup>



COADY H. PRUETT <sup>NE, CO</sup>  
JORDAN JOHNSON <sup>NE</sup>  
TYLER COVERDALE <sup>SD</sup>  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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To: KSB Policy Service Subscribers  
FROM: KSB School Law  
DATE: May 25, 2022  
RE: Annual Policy Updates

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Attached are the 2022 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues that are raised by certain laws that do not necessarily require a policy change but do present new obligations or things to keep in mind as you enter the 2022-23 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Keep in mind that most bills that were enacted into law go into effect three months after the legislature adjourns. This year the Unicameral adjourned on April 20th, so the effective date of most bills will be July 21, 2022. However, if a bill includes a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Thursday, June 9, 2022, at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

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LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000

141 NORTH MAIN AVENUE, SUITE 504  
SIOUX FALLS, SOUTH DAKOTA 57104

*ATTORNEYS LICENSED IN STATES INDICATED*

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or “tweaked” to meet your individual circumstances.

**Policy Changes**

**REVISION OF POLICY 2008: Meetings**

Last session the Unicameral passed LB 83. Beginning July 31, 2022, school boards must place their meeting minutes on the school district website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes must be available on the website for at least six months.

**This change is required.**

---

**REVISION OF POLICY 2010: Preparation for Board Meetings**

Last session the Unicameral passed LB 83. Beginning July 31, 2022, school boards must place their agendas on the district’s website at least 24 hours before the school board meeting and leave them there for at least six months.

**This change is required.**

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**REVISION OF POLICIES**

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

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

During a recent round of federal fiscal review, NDE determined that it wants even more information in your federal purchasing/procurement policies and procedures. We have added new sections to both policies to address these concerns.

**These changes are required.**

---

## **REVISION OF POLICY 3012: School Meal Program and Meal Charges**

NDE recently conducted an administrative review of a policy subscriber's participation in the National School Lunch Program. During that review, NDE determined that the school's policy did not include a notice that households can apply for benefits at any time during the school year or any information about the school's online payment system. Of course, no law or regulation requires that such information be included in your meal charge policy. However, KSB decided to add this information to the policy to address these concerns. Please review the "Payment Options" paragraph and modify it as necessary so that it accurately reflects the payment options your district accepts.

**These changes are "required."**

---

## **REVISION OF POLICY 3057: Title IX Policy**

These revisions include updates to the definition of "domestic violence" in order to be consistent with the recently re-authorized federal Violence Against Women Act (effective October 1, 2022). These revisions also account for changes to the statutory reference at which other definitions (dating violence and stalking) will be codified in the U.S. Code.

Finally, this revision clarifies the step in the process at which the Title IX decision-maker facilitates the written exchange of questions between the parties (i.e., after an investigation and before a written determination of responsibility is issued).

All of these changes will also need to be included in your handbooks.

**These changes are required.**

---

## **REVISION OF POLICY 4056: Resignation of Certificated Staff**

This policy addresses the process for certificated staff to provide their resignation as early as possible to allow the district to find suitable replacements. Please note there are two paragraphs to choose from. Please make sure to select one.

The first option is our recommended option. We revised this option to make clear if you give a teacher a written request (whether it is a renewal

agreement, a new contract, or something else) with an acceptance date no earlier than March 15th, the return of that written request "locks in" that teacher for the following school year. They do not get to resign until April 15th or some later date.

Philosophically, we prefer not to release teachers after the April 15th deadline since the teachers' union would never agree to extend the notice deadline to teachers. However, this is a matter for the board to decide, so we still provide the second option which also defines "suitable replacement." You should be sure to check your negotiated agreement to be sure that there is not a provision in that document that gives teachers the right to resign late. If there is, you should revise this policy (or call us to revise it) to ensure that it is consistent with your negotiated agreement (or, better yet, negotiate out the later deadline in your negotiated agreement!).

**This policy is not required but is highly recommended.**

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#### **NEW POLICY 4064: Transporting Students in Employee Vehicles**

While our policy service has several policies regarding transportation, none of them address employees transporting students in their personal vehicles. We drafted this policy at the request of a service subscriber. This policy provides two options for transportation. The first permits employees to transport students who do not live in the employee's household as long as the employee complies with board policy and NDE's pupil transportation requirements (including training). The second permits employees to transport only students who live within the employee's household and in emergency situations.

**This policy is optional.**

---

#### **REVISION OF POLICY 5012: Testing and Assessment Program**

NDE Rule 10 has always required each school to complete an annual report covering the required elements in sections 005 and 010 from Rule 10. The items reported in section 005 of Rule 10 must be submitted to NDE by June 30. Section 010 then requires these items, plus some additional items, to be included in an annual report and shared with the board and made available to the public. Rule 10 also requires a policy covering the annual report. These proposed changes align the policy with Rule 10.

federal law. We also do not want patrons or parents to believe they can challenge actual curriculum materials--in most cases, they can review but cannot opt-out or ask for those to be removed. That is true regardless of the reason for their objection--religious, political, or otherwise.

**This policy is entirely optional, and it contains options if you do choose to implement it.**

---

**These changes are required.**

---

**6021: District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations**

Over the last year, there has been a dramatic increase in Rule 51 complaints and requests for evaluation protocols and raw evaluative data. Many evaluators in Nebraska do not retain this information after their final report is completed. However, in certain circumstances, courts and administrative agencies enforcing the IDEA have determined that access to such records is necessary in order to permit meaningful parental participation. As a result, we've updated our evaluation criteria to require evaluators to retain and provide that information when the LEA determines it is necessary to do so.

**This change is recommended.**

---

**NEW POLICY 6037: Selection and Review of Library Materials**

It's no secret over the past several months that library media and materials have come under scrutiny in many districts. As we promised many of you, this is KSB's attempt to propose a policy with options for you and your board to consider. Ask, and ye shall receive!

We want to be clear that this policy is *optional*. Many districts have functioned for decades without a policy covering the procurement and review/challenges to library materials. However, we also know that in times of political pressure, it may help to have a process laid out for how materials are selected and then later challenged by concerned individuals. Within the policy, we have laid out 3 options for the selection of library materials and 2 options for review of those materials when someone has a concern. We also place limits on who can make such a request, how many items can be challenged at once, and how often items can be challenged.

Most importantly, we want to make clear that this policy applies only to library materials. Core curricular materials and curriculum-related supplements are not intended to be covered by this policy. Those are covered elsewhere, such as in your parent involvement policy, and parent and patron rights to access those materials are governed by state and

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

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

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

### 3. Weather Delays

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

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: 6-13-22

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

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

**2010**  
**Preparation for Board Meetings**

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment. The agenda shall be placed on the district's website at least 24 hours before the school board meeting and shall remain available on the website for at least six months.

Adopted on: 6-13-22

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

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

### **3003.1**

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

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

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

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

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

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

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

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

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

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

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

- B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

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

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

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

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

### **C. Full and Open Competition**

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

### **D. Debarment and Suspension**

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

financial and technical resources.

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

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

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

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

#### F. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c).

Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

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

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

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

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
  - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited

from engaging in such actions if a real or apparent conflict of interest is present.

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

#### C. Favors and Gifts

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

#### D. Enforcement

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

### **VII. Financial Management**

#### A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

#### B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

### C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

### D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

### E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

### F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

### G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or

variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

#### H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

#### I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

#### J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

### **VIII. Other Contract Matters.**

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

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

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

#### C. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1)

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

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

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract

price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

#### D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 6-13-22

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

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

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

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

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

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

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

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

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

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

## **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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

## **I. Equipment and Capital Expenditures**

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

## **J. Depreciation**

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

## **V. Financial Management**

### **A. Identification**

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

### **B. Financial Reporting**

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

### **C. Accounting Records**

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

### **D. Internal Controls**

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

### **E. Budget Control**

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

### **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

## **G. Allowability of Costs**

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

## **H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching**

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

## **I. Cost Sharing or Matching**

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be

accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

## **J. Documentation of Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

### **B. Time and Effort Procedures**

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

### **C. Fringe Benefits**

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

### **D. Leave**

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

### **E. Unexpected or Extraordinary Circumstances**

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

### **F. Documentation for Personnel Expenses**

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

## **VII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

## **C. Record Keeping**

### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before

the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

**D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 6-13-22

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

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

## 3012

### **School Meal Program and Meal Charges**

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

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

**Payment Options.** Families may pay for school lunches using cash or check.

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

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

The district's policy on charged meals is:

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

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

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

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

Adopted on: 6-13-22

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

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

**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), 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), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), 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 **Error! Reference source not found.**

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. **Determination Regarding Responsibility**

- 5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.6.2. **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.

5.6.3. **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:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. 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

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.4. 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.

5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. **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.

5.7.1. **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 5.7.2 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.

5.7.2. **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:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. 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

5.7.2.3. 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.

5.7.3. As to all appeals, the district will:

- 5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.7.3.2. 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;
- 5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.7.3.6. Provide the written decision simultaneously to both parties.

**5.8. 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:

5.8.1. Provides to the parties a written notice disclosing:

- 5.8.1.1. The allegations;

- 5.8.1.2. 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;
- 5.8.1.3. 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
- 5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

## 5.9. **Recordkeeping.**

- 5.9.1. The district will maintain for a period of seven years records of:
  - 5.9.1.1. 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;
  - 5.9.1.2. Any appeal and the result therefrom;
  - 5.9.1.3. Any informal resolution and the result therefrom; and
  - 5.9.1.4. 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.

- 5.9.2. 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:6-13-22

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

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

**4056**  
**Resignation of Certificated Staff**

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

Staff members who submit their resignations to the board of education by the earlier of (a) April 14th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15<sup>th</sup> of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Professional Practices Committee of the Nebraska Department of Education.

Adopted on: 6-13-22

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

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

**4064**

**Transporting Students in Employee Vehicles**

**[NOTE TO BE DELETED: PICK ONE OF THE OPTIONS BELOW IF YOU ADOPT THIS POLICY, AND DELETE THE OTHER]**

**[Option 1]** With the permission of the superintendent, school employees may transport students in the employee's personal vehicle even if those students do not live within the employee's household. School employees who transport students in their personal vehicles and those children do not live within the employee's household must comply with the board's policies on pupil transportation and school vehicle use, including Pupil Transportation Driver Qualification Criteria.

**[Option 2]** School employees shall not use their personal vehicle to transport students except for those students who reside in the employee's own household or if an emergency exists. If an emergency occurs, the employee will contact the administration and parents whenever practicable before providing the emergency transportation.

Adopted on: \_\_\_\_\_

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

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

**5012**  
**Testing and Assessment Program**

**I. Basic Testing and Assessment Program**

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

**II. Accountability Reporting**

At the board of education's regular July meeting, or as soon after as a report can be completed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, goal setting, and intervention as needed.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance are provided for those grades.

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE.

Adopted on: 6-13-22

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

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

## **6021**

### **District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations**

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100 miles of the building of the district where the child attends when driving by ordinary public roadways.
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. Evaluators must make available to the district any documents or records created in relation to the evaluation, including evaluation and assessment protocols and responses, when the district determines in its sole discretion that such documentation is necessary in order to permit meaningful parental participation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

Adopted on: 6-13-22

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

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

## 6037

### Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

**No Right to Materials.** The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

**Selection Process.** The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials.

[OPTION 1: PRINCIPAL OR SUPERINTENDENT REVIEW] The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the building principal or to superintendent if there is no principal assigned to the building. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/or supports student development and learning;

6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The building principal or superintendent will review the library material request and inform the requester whether the material will be accepted or denied. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

[OPTION 2: COMMITTEE REVIEW] The superintendent will establish a library material review committee on an as-needed basis, consisting of at least one administrator, one teacher, and the librarian or media specialist. If the district has no assigned librarian or media specialist, then the committee will include two administrators and a teacher. The superintendent may appoint any teacher he or she deems appropriate based on availability and expertise related to the requested materials.

The school librarian, media specialist, or any individual requesting inclusion of library materials is responsible for submitting the request in writing to the library material review committee. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/o supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The committee will review the requested materials within the timeframe established by the superintendent. In the event the committee does not agree on a particular request, the administrator makes the final determination. There is no appeal from this determination.

[OPTION 3: BOARD COMMITTEE REVIEW—DISCOURAGED, BUT LAWFUL]. The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the superintendent. The superintendent will review the request(s) with the curriculum committee of the board, who will make a recommendation to the board for approval or denial of the request.

The request must include the following:

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/o supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

There is no appeal from the determination of the board.

**Requested Review of Library Materials.** A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

[OPTION 1: SUPERINTENDENT REVIEW] If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must

complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

[OPTION 2: BOARD COMMITTEE REVIEW] If the parent or patron is unsatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request with the board curriculum committee within a reasonable time after receiving it. The committee may consult with or seek input from the school's librarian or media specialist, staff, and legal counsel at its discretion. The committee will make a recommendation to the board to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination or recommendation the committee deems appropriate. The board will review the request, consider the committee's recommendation, and make a determination regarding the requested review. The decision regarding the review will be communicated to the requester in writing by the superintendent.

The decision of the board is final, and there is no appeal regarding the review of library material.

**Additional Rules for Library Media Review.** Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending. Unless otherwise required by law, no library material will be reviewed again within 4 years after a requested review is completed. Any parent or patron requesting review of multiple library materials may only request a maximum of 5 materials to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party. Nothing in this policy

prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on:6-13-22

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

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

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

# MADISON PUBLIC SCHOOLS



## HANDBOOK FOR CLASSIFIED STAFF

2022-23

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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 2022-23 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	Jennifer Lopez	Paraeducator
Brad Claus	Custodian	Crystal Maldonado	Coach (Asst. Soccer)
Stephen Dye	Custodian	Esperanza Marquez	English Acquisition
Denise Ehlers	Grant Coordinator/Bus Driver	Lauren McDonald	Paraeducator
Lisa Ehrisman	Admin. Assistant	Mariela Millan	Dragons Childcare
Jesus Espinoza	Custodian	Tracy Nelson	Paraeducator
Celine Filsinger	Business Manager	Marilu Orozco	Paraeducator
Robin Flaugh	Paraeducator	Guadalupe Rodriguez	Custodian
Jayne Freudenburg	Paraeducator	Leticia Rodriguez	Migrant Recruiter
Melissa Freudenburg	Paraeducator	Sandra Romero Abrajan	Custodian
Dermis Gonzalez	Custodian	Enriqueta Saldana	Admin. Assistant
Niko Gronenthal	Paraeducator	Jackie Stueckrath	Admin. Assistant
Brooke Hanson	Paraeducator	Lydia Tinajero	Paraeducator
Sharilyn Heller	Paraeducator - Library	Rosa Uribe	Paraeducator
Kyle Jackson	Transportation	Jayna Wells	Paraeducator
Cindy Lafleur	Paraeducator	Dan Winkler	Maintenance
Cara Lapour	Paraeducator	Susana Yanez	Paraeducator
Colby Legate	Coach (Asst. Wrestling)		

## **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. Staff are not entitled to unpaid leave beyond what is provided for in the staff's individual contract, the negotiated agreement or the Family Medical Leave Act. Should a staff member be absent from work in excess of their accumulated sick leave or other leave, the staff member will be subject to employment-related discipline up to and including discharge from employment. Staff are not entitled to unpaid leave beyond what is provided for in their contract, the negotiated agreement or the Family Medical Leave Act. Should a staff member be absent from work in excess of the accumulated sick leave or other leave, the staff member will be subject to employment-related discipline up to and including discharge from employment.

### **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](mailto: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	Secondary Principal
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 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 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*

**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](mailto: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,

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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 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 2022-23 CLASSIFIED EMPLOYEE HANDBOOK  
OF MADISON PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2022-23 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 15<sup>th</sup> to your building principal.

# MADISON PUBLIC SCHOOLS



## HANDBOOK FOR CERTIFICATED STAFF

2022-23

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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 2022-23 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/IT Teacher
Crystal Ernst	Instructional Coach

## Teachers

Name	Position	Name	Position
Kayleen Amend	9-12 Science	David Kaps	Elementary PE
Trisha Braithwait	K-12 Media/Tech Coordinator	Garrett Koopman	New Directions/Sr English
Dana Brandl	HS Math	Lisa Kowalski	Long Term Sub-FCCLA
Brisa Calderon	EL	Amber Knight	5-12 Instrumental/6-12 Vocal Music
Morgan Caspersen	Academic Support-Elem	Kristen Herchenbach	FCCLA
James Cooper	3 <sup>rd</sup> Grade	Lisa Jurries	MS/HS School Counselor
Collin Crilly	5 <sup>th</sup> Grade	Vanessa Lafleur	HS Language Arts
Joe Crilly	Middle School	Jane Lewis	3 <sup>rd</sup> Grade
Julie Engelmann	6-12 EL	Erin Mackey	1 <sup>st</sup> Grade
Randi Ernest	Kindergarten	Leigh Ann McCartney	SpEd
Jonita Ferguson	MS Special Education	Josh McPhillips	7-12 Spanish/Business
Rob Fite	HS Social Studies	Bobbi Middleton	Middle School
Suzy Foley	HS Science	Chris Miller	6-12 PE
Kari Frauendorfer	Kindergarten	Roberto Mora	MS Title I
Justin Frederick	Elementary School Counselor	Nixel Ortiz	MS EL/MS ASP
Dan Fuhs	HS Social Studies	Trent Osnes	HS/MS Business/CTE
Lareesa Greunke	Middle School	Kara Philips	Ag Instructor
Rachel Harriman	PreK-3	Audrey Pollreisz	Elementary Special Education
Tom Harrington	Middle School	Morganne Randles	2 <sup>nd</sup> Grade
Beth Hauger	4 <sup>th</sup> Grade	Erin Reeves	Elem Title I
Samantha Henery	2 <sup>nd</sup> Grade	Hannah Rice	1 <sup>st</sup> Grade
Kayla Herfel	4 <sup>th</sup> Grade	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	Casey Wolta	MS/HS Art
Vicky Jones	5 <sup>th</sup> Grade		

## 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**

Teachers are not entitled to unpaid leave beyond what is provided for in the teacher's individual contract, the negotiated agreement or the Family Medical Leave Act. Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other leave, the teacher will be subject to employment-related discipline up to and including discharge from employment.

### **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](mailto: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	Secondary Principal
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 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 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](mailto: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,

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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 22-23 MADISON PUBLIC SCHOOLS CERTIFICATED STAFF HANDBOOK**

This signed receipt acknowledges receipt of the 2022-23 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 15, 2022 to your building principal.




# Restaurant Design Equipment & Supply

*Innovative Solutions. On time. On budget.*

**Project:**  
Lunchtime-Madison Public

**From:**  
IS Restaurant Design Equipment &  
Supply  
Amanda Poe  
1421 B. Avenue  
Sioux Falls, SD 57104  
605-339-3931

Job Reference Number: 21425

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>WATER SOFTENER CONDITIONER</b> 3M Purification Model No. HWS050 (HWS050) Hot Water Softener System, 0.5 cu. ft/15,000 grain capacity, 5 gpm, resin tank: 27"H x 10" dia., brine tank: 26"H x 18" dia., vinylester resin tank and polyethylene brine tank, 3/4" connection (for warewashing equipment up to 150°F)	\$1,720.70	\$1,720.70
				
		<b>One in stock as of 5/19</b>		
			<b>ITEM TOTAL:</b>	<b>\$1,720.70</b>
			Merchandise	\$1,720.70
			Freight	\$125.00
			<b>Total</b>	<b>\$1,845.70</b>

Freight and sales tax are not included above and will be added to the invoice.  
 Price Protection: The above pricing will remain firm for a period of no more than 30 days from date of quote.  
 Warranty: Quoted equipment carries only the individual manufacturer's standard warranty unless specifically stated otherwise.

Note: Only the equipment and accessories shown on this quotation may be purchased at the price quoted. Items are limited to the price and quantity shown.

Note: Equipment not shown on this quotation will not be included.

Note: Please compare this quotation to your required on site utility requirements and building access.

Note: Unless otherwise indicated, this quotation covers equipment of standard design and does not include plumbing, electrical, ventilation or other accessories.

A) Prices on all products are F.O.B. origin. Freight cost is not included and will be added unless listed otherwise.

B) Receiving, Freight Inspection, Uncrating, Set Up and Installation are not included.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$1,845.70

## 3M™ Water Filtration Products

- Spec Number \_\_\_\_\_
- Quantity \_\_\_\_\_

# 3M™ HWS050

## Warewashing Water Softener Systems

The 3M™ HWS series of warewashing water softener systems are designed to reduce spotting on dishes, glasses and flatware, as well as reduce scale build-up on dishwasher spray nozzles and compartments. A high-capacity, high-temperature-resistant resin provides the ability to remove calcium and magnesium minerals that cause white spots on dishware. This “softened” water also reduces hard scale build-up on dish machine walls and nozzles, which can reduce performance and equipment life. Softened water also allows detergents to work more efficiently, reducing excess chemical consumption.

### Benefits

- Space-saving design allows unit to fit directly under dishwasher table for convenient storage.
- Corrosion-resistant vinylester resin tank offers reduced deterioration and long-term performance for temperatures up to 150°F (65.6°C).
- Safety brine valve ensures overflow prevention in the event of a power outage.
- 12-day timer-controlled regeneration allows system to clean and regenerate automatically without daily monitoring or interruption of service.
- 3/4" 316SS bypass with FIP connections as standard.
- 115 VAC to 24 VAC transformer is energy efficient.



#### HWS050

Rated for 16,000 grains per tank, 5 gpm (18.9 lpm) service flow, 150°F (65.6°C)

### Product Specifications

Model Number	Part Number	Style	Capacity	System Flow Rate	Application
HWS050	HWS050	Vinylester Tank 3/4" FIP Connections 115 VAC to 24 VAC transformer	16,000 grains per tank	5 gpm (18.9 lpm)	150°F (65.6°C) water, maximum

## Physical Specifications

### System

- 3/4" female NPT connections.
- Maximum operating pressure of 100 psi (689 kPa) and operating temperature of 150°F (65.5°C).
- 16,000 grain capacity at 5 gpm (18.9 lpm) service flow rate for HWS050.

### Control Valve

- Lead-free brass, 5 cycle.
- Timer controlled.
- 115 VAC to 24 VAC transformer.

### Resin Tank

- Vinylester.
- Heat-resistant, high-capacity ion exchange.

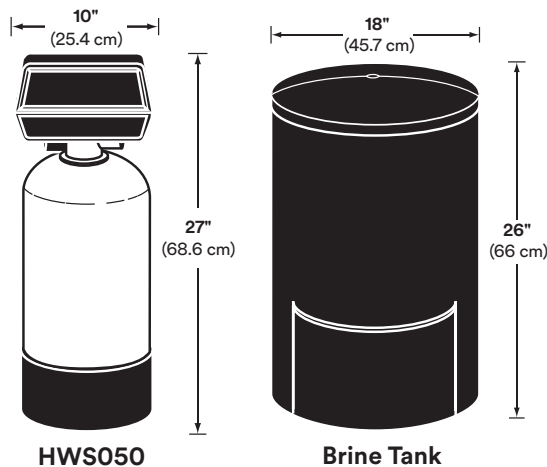
### Brine Tank

- High-density polyethylene.
- Includes brass safety valve.
- Holds up to 230 lbs. (104.3 kg) of salt.

**Warning:** To reduce the risk associated with the ingestion of contaminants

- Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

3M Separation and Purification Sciences Division recommends regularly scheduled maintenance and replacement of the filter cartridge(s) in order for the product to perform as advertised/sold. 3M Separation and Purification Sciences Division shall not be liable for system failures due to improper maintenance.



## HWS050

- Spec Number \_\_\_\_\_
- Quantity \_\_\_\_\_
- Model Number \_\_\_\_\_
- Part Number \_\_\_\_\_

### Important: Installation Tips

These installation tips are for informational purposes only and are not intended to be used as actual installation instructions. **CAUTION:** To reduce the risk associated with property damage due to water leakage:

- **Read and follow** Use Instructions before installation and use of this system.
- Installation and use **MUST** comply with all state and local plumbing codes.
- **Protect from freezing**, remove system when temperatures are expected to drop below 40°F (4.4°C).
- **Do not exceed maximum water temperature**. The maximum operating water temperature of this filter system is 150°F (65.5°C).
- **Do not install** if water pressure exceeds 100 psi (689 kPa). If your water pressure exceeds 80 psi (552 kPa), you must install a pressure limiting valve. Contact a plumbing professional if you are uncertain how to check your water pressure.
- **Do not install** where water hammer conditions may occur. If water hammer conditions exist, you must install a water hammer arrester. Contact a plumbing professional if you are uncertain how to check for this condition.

**PLEASE NOTE:** The Ordering Guide above is for reference only. Not all combinations are available.

Please consult with your 3M Representative to determine the appropriate part number for your application.

#### Limitation of Liability

3M Separation and Purification Sciences Division warrants HWS050 will be free from defects in material and manufacture for the following periods from the date of purchase:

- One (1) year on the entire unit
- Five years on control valve body only (does not include internal or external components)
- Five years on mineral tank only (does not include internal components)
- Five years on salt storage container and components.

This warranty does not cover failures resulting from abuse, misuse, alteration or damage not caused by 3M Separation and Purification Sciences Division or failure to follow installation and use instructions. No warranty is given as to the service life of any filter cartridge, as it will vary with local water conditions and water consumption. **3M SEPARATION AND PURIFICATION SCIENCES DIVISION MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOMER OR USAGE OF TRADE.** If this Product fails to satisfy this Limited Warranty during the warranty period, 3M Separation and Purification Sciences Division will replace the Product or refund your Product purchase price. This warranty does not cover labor. **The remedy stated in this paragraph is the Customer's sole remedy and 3M Separation and Purification Sciences Division's exclusive obligation. For additional information, see the entire Limited Warranty located in the product Installation and Operating Instruction Manual**

**Limitation of Liability:** 3M Separation and Purification Sciences Division will not be liable for any loss or damage arising from this 3M Separation and Purification Sciences Division product, whether direct, indirect, special, incidental, or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



3M Separation and Purification Sciences Division  
400 Research Parkway  
Meriden, CT 06450 USA

Phone 1-800-243-6894  
1-203-237-5541  
Fax 1-203-630-4530  
Web 3Mpurification.com

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70070812881 REV 0518sr

**To:**  
Lunchtime Solutions  
Kerry Steele

**Project:**  
Madison Public Elementary School  
405 E. 8th Street  
Madison, NE 68748

**From:**  
TriMark Hockenbergs  
Rodney Bates  
14063 Cornhusker Road  
Omaha, NE 68138  
402-339-8900  
402-609-5116 (Contact)

---

TriMark will make best efforts to hold above prices for 30 days, however pricing may change due to manufacturer cost increases outside of TriMark's control. TriMark reserves the right to make any corrections or adjustments due to cost increases, errors, market fluctuations, supply chain disruptions, tariffs, third party supplier changes in cost or factors outside of TriMark's control. TriMark shall be permitted to increase Pricing without Customer's and /or its Franchisees consent. TriMark will provide reasonable written notice in the form of a final NSO quote to Customer and/or Franchisee at time Franchisee payment and signed quote. TriMark reserves the right to cancel or refuse any orders based on incorrect pricing or availability.

---

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>WATER SOFTENER CONDITIONER</b> 3M Purification Model No. HWS050 (HWS050) Hot Water Softener System, 0.5 cu. ft/15,000 grain capacity, 5 gpm, resin tank: 27"H x 10" dia., brine tank: 26"H x 18" dia., vinylester resin tank and polyethylene brine tank, 3/4" connection (for warewashing equipment up to 150°F)	\$1,785.00	\$1,785.00
			<b>ITEM TOTAL:</b>	<b>\$1,785.00</b>



## Standard Contract Terms &amp; Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 30 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

It is our understanding that you are requesting delivery of the items on this order during the week of {T.B.D.} if this date is not correct or is missing, please provide us with a scheduled delivery date \_\_\_\_\_. If an alternative date is not provided, the date specified above is considered confirmed. In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

TRIMARK HOCKENBERGS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE RELATING THERETO. TriMark Hockenbergs' liability hereunder and Buyer's exclusive remedy hereunder is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Agreement or, at TriMark Hockenbergs' election, to credit Buyer with an

amount equal to the purchase price of such goods, whether claims are for breach of warranty, negligence or otherwise.  
If you are in agreement with the aforementioned terms, prices, specifications and conditions, please sign a copy of this contract and return it to the undersigned at our offices, accompanied by any required advance payment.  
Thank you for the opportunity to offer our quotation. We look forward to receiving your valued order.  
TriMark Hockenbergs

Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

## 3M™ Water Filtration Products

- Spec Number \_\_\_\_\_
- Quantity \_\_\_\_\_

# 3M™ HWS050

## Warewashing Water Softener Systems

The 3M™ HWS series of warewashing water softener systems are designed to reduce spotting on dishes, glasses and flatware, as well as reduce scale build-up on dishwasher spray nozzles and compartments. A high-capacity, high-temperature-resistant resin provides the ability to remove calcium and magnesium minerals that cause white spots on dishware. This “softened” water also reduces hard scale build-up on dish machine walls and nozzles, which can reduce performance and equipment life. Softened water also allows detergents to work more efficiently, reducing excess chemical consumption.

### Benefits

- Space-saving design allows unit to fit directly under dishwasher table for convenient storage.
- Corrosion-resistant vinylester resin tank offers reduced deterioration and long-term performance for temperatures up to 150°F (65.6°C).
- Safety brine valve ensures overflow prevention in the event of a power outage.
- 12-day timer-controlled regeneration allows system to clean and regenerate automatically without daily monitoring or interruption of service.
- 3/4" 316SS bypass with FIP connections as standard.
- 115 VAC to 24 VAC transformer is energy efficient.



#### HWS050

Rated for 16,000 grains per tank, 5 gpm (18.9 lpm) service flow, 150°F (65.6°C)

### Product Specifications

Model Number	Part Number	Style	Capacity	System Flow Rate	Application
HWS050	HWS050	Vinylester Tank 3/4" FIP Connections 115 VAC to 24 VAC transformer	16,000 grains per tank	5 gpm (18.9 lpm)	150°F (65.6°C) water, maximum

## Physical Specifications

### System

- 3/4" female NPT connections.
- Maximum operating pressure of 100 psi (689 kPa) and operating temperature of 150°F (65.5°C).
- 16,000 grain capacity at 5 gpm (18.9 lpm) service flow rate for HWS050.

### Control Valve

- Lead-free brass, 5 cycle.
- Timer controlled.
- 115 VAC to 24 VAC transformer.

### Resin Tank

- Vinylester.
- Heat-resistant, high-capacity ion exchange.

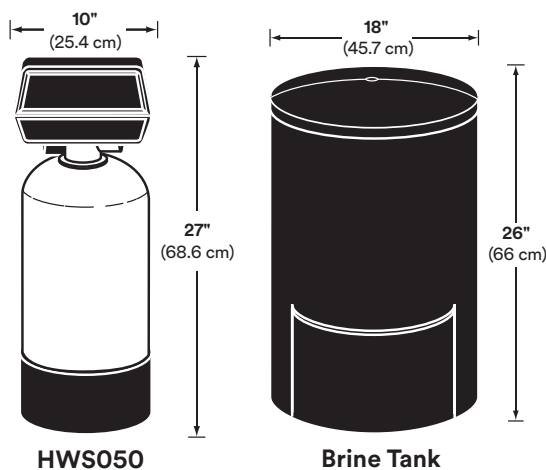
### Brine Tank

- High-density polyethylene.
- Includes brass safety valve.
- Holds up to 230 lbs. (104.3 kg) of salt.

**Warning:** To reduce the risk associated with the ingestion of contaminants

- Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

3M Separation and Purification Sciences Division recommends regularly scheduled maintenance and replacement of the filter cartridge(s) in order for the product to perform as advertised/sold. 3M Separation and Purification Sciences Division shall not be liable for system failures due to improper maintenance.



## HWS050

- Spec Number \_\_\_\_\_
- Quantity \_\_\_\_\_
- Model Number \_\_\_\_\_
- Part Number \_\_\_\_\_

### Important: Installation Tips

These installation tips are for informational purposes only and are not intended to be used as actual installation instructions. **CAUTION:** To reduce the risk associated with property damage due to water leakage:

- **Read and follow** Use Instructions before installation and use of this system.
- Installation and use **MUST** comply with all state and local plumbing codes.
- **Protect from freezing**, remove system when temperatures are expected to drop below 40°F (4.4°C).
- **Do not exceed maximum water temperature**. The maximum operating water temperature of this filter system is 150°F (65.5°C).
- **Do not install** if water pressure exceeds 100 psi (689 kPa). If your water pressure exceeds 80 psi (552 kPa), you must install a pressure limiting valve. Contact a plumbing professional if you are uncertain how to check your water pressure.
- **Do not install** where water hammer conditions may occur. If water hammer conditions exist, you must install a water hammer arrester. Contact a plumbing professional if you are uncertain how to check for this condition.

**PLEASE NOTE:** The Ordering Guide above is for reference only. Not all combinations are available.

Please consult with your 3M Representative to determine the appropriate part number for your application.

#### Limitation of Liability

3M Separation and Purification Sciences Division warrants HWS050 will be free from defects in material and manufacture for the following periods from the date of purchase:

- One (1) year on the entire unit
- Five years on control valve body only (does not include internal or external components)
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