MALCOLM PUBLIC SCHOOLS, DISTRICT #148
BOARD OF EDUCATION REGULAR MEETING AGENDA
Monday, July 21, 2025 7:00 PM
SCHOOL DISTRICT BOARD ROOM

1. **Call Regular Board Meeting to Order - Roll Call**
2. **Pledge of Allegiance**
3. **Consent Agenda**
4. **Communication From the Public: <u>Communications in general or about a specific agenda item.</u>**
   4.1. Dani Broughton: Report on the School Lunch Program
5. **Public Hearings:**
   5.1. Student Fees
   5.2. Superintendent Transparency Act Hearing
6. **Unfinished Business**
   6.1. Discuss, Consider and Take All Necessary Action in Approving:
   Policy 6113: Electronic Communication Devices and Cell Phones
   Policy 5507: Foster Care Student Transportation
   Policy 6931: Behavioral Intervention and Classroom Management
7. **New Business**
   7.1. Set a Date for a Budget Work Session
   7.2. Set the Next Board Work Session to Discuss the New Superintendent's Evaluation Tool.
   7.3. Discuss, Consider and Take All Necessary Action in Deeming Old (Interactive White Board) Video Projectors Excess Property
   7.4. Discuss, Consider and Take All Necessary Action for Policy 5414--Identification of Gifted
   7.5. Discuss, Consider and Take All Necessary Action in Setting Activity Pass Fees
   7.6. Discuss, Consider and Take All Necessary Action Approving the Student Fees Policy
   7.7. Discuss, Consider and Take All Necessary Action in Approving the Superintendent's Compensation Package.
   7.8. Discuss, Consider and Take All Necessary Action in Approving the Compensation Packages for the Classified Staff.
   7.9. Discuss, Consider and Take All Necessary Action in Approving the 2025-2026 Staff and Parent/Student Handbooks
   7.10. Discuss, Consider and Take All Necessary Action in Accepting the Milk Bid for the 2025-2026 School Year
   7.11. Discuss, Consider and Take All Necessary Action in Accepting a Propane Bid for the 2025-2026 School Year
   7.12. Discuss, Consider and Take All Necessary Action in in Setting the Date and Time for:
      1. Property Tax Authority Hearing (Recommend we set this for Monday, August 18th to precede the regular Board meeting)

2. Property Tax Hearing (we can set this at the August Board meeting, but I wanted to put it on here as a reminder)
3. Budget Hearing (we can set this at the August Board meeting, but I wanted to put it on here as a reminder)

7.13.

8. **Reports and Discussion Topics**
   8.1. Administration Reports and Discussion Topics
      8.1.A. Principals
      8.1.B. Superintendent
9. **Discuss and Consider Compensation Packages for the Activities Director/Assistant Principal, Student Services Director, and the Director of Technology.**
   9.1. Enter into Executive Session if needed
   9.2. Exit Executive Session
   9.3. Approve District Directors' Compensation Packages
10. **Discuss and Consider Compensation Packages for the Principals**
   10.1. Enter into Executive Session if needed
   10.2. Exit Executive Session
   10.3. Approve Compensation Packages for the Principals
11. **Adjournment**

NOTICES:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the Bulletin Board on the North wall of the meeting room.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:
Getting Started: The Board of Education will receive public comment on individual agenda items or communication from any district patron on any issue. When it is your turn to speak during the "Communications from the Public" portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the signin sheet and state your name to the Board of Education.
Time Limit: You may speak one time, but please limit comments to 5 minutes or less.
Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board of Education meeting.
General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

BY: MALCOLM PUBLIC SCHOOLS
BOARD OF EDUCATION

Financial Summary
6/30/2025

School Accounts	**General**	**Lunch**	**Activity**	**Bus Deprec**	**Student Fees**
Previous Bal 6/01/2025	$4,276,674.85	$4,449.33	$214,614.05	$279,128.66	$11,367.67
Receipts - June 2025	$642,075.55	$34,442.97	$10,978.62	$915.97	$0.00
Disbursements- June 2025	$748,660.96	$33,829.82	$18,157.59	$0.00	$0.00
Cash in Cking 6/30/2025	$478,835.17	$3,040.32	-$6,326.78	$10,668.78	$11,367.67
Invested: June 2025	$3,691,254.27	$2,022.16	$213,761.86	$269,375.85	

Lanc. Co. Treasurer:	**General**	**Bond**	**Spc Bldg**
Previous Bal 6/01/2025	$66,326.61	$2,664.99	$5,924.81
Receipts - June 2025	$73,107.51	$3,802.85	$7,381.23
Disbursements - June 2025	$66,562.65	$2,688.32	$5,962.29
Cash on Hand 6/30/2025	$72,871.47	$3,779.52	$7,343.75

NSDLAF (Investment)	**Spc Bldg**	**Bond Fund**
Previous Bal 6/1/2025	$2,958,747.54	$325,352.01
Receipts June 2025	$16,802.44	$4,469.62
Disbursements June 2025	$108,750.00	$0.00
Cash on Hand 6/30/2025	$2,866,799.98	$329,821.63

$1,078,255.05		
	$40.00	
$24,000.00	$230.00	
$95,000.00	$780.00	
$252,000.00	$2,244.00	
$1,000.00	$4,197.50	
$1,000.00	$6,365.96	
$16,000.00	$230.00	
$2,000.00	$20,030.99	
$6,000.00	$230.00	
$11,000.00	$230.00	
$27,000.00	$80.00	
$435,000.00	$230.00	
	$230.00	
$643,255.05	$172,276.00	
	$549.22	
	$200.00	
	$11,624.38	
	$10.00	
	$383,689.00	
	$39,788.00	
	$643,255.05	$0.00

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY24-25"; Created On: 7/16/2025 4:26:31 PM

Receipt	Customer Name	Description	Date Received	Receipt Amount	Account Code
June25Sew	Seward County Treasurer	Local Collections	06/30/2025	$594.83	07-1-01100-000-000-0000
June25Lanc	Lancaster County Treasurer	Local Collections	06/30/2025	$2,664.99	07-1-01100-000-000-0000
June25Int	NDSLAF Bond Fund	Interest	06/30/2025	$1,209.80	07-1-01510-000-000-0000
				$4,469.62	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY24-25"; Created On: 7/16/2025 4:01:11 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
June25CkInt	Union Bank Interest	Checking Interest	06/30/2025	$8.60	02-1-01510-000-000-0000
June25STFITInt	Union Bank Interest	STFIT Interest	06/30/2025	$907.37	02-1-01510-000-000-0000
				$915.97	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY24-25"; Created On: 7/16/2025 2:30:32 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
June25StateAid	State of Nebraska	State Aid	06/30/2025	$322,753.00	01-1-03110-000-000-0000
June25STFITInt	Union Bank Interest	STFIT Interest	06/30/2025	$13,162.95	01-1-01510-000-000-0000
25-058	Malcolm Mateys, LLC	Before/After School Rental	06/26/2025	$692.16	01-1-01910-000-000-0000
25-059	Village of Malcolm - Liquor License	Ball Field Fertilizer Reimbursement	06/26/2025	$156.30	01-1-05690-000-000-0000
25-060	ESU	NCE Conference Registration Reimbursement	06/26/2025	$600.00	01-1-02210-000-000-0000
25-061	Sadoff & Rudoy	Recycled Iron	06/26/2025	$160.55	01-1-05690-000-000-0000
25-062	Alter Recycle	Recycled Metal/Iron	06/26/2025	$79.80	01-1-05690-000-000-0000
25-063	Patrons/Students	2 Construction Class Dog Houses	06/26/2025	$500.00	01-1-05690-000-000-0000
25-064	Malcolm Lunch Fund	June Lunch PR Taxes	06/26/2025	$5,223.23	01-1-09000-000-000-0000
June25Lanc	Lancaster County Treasurer	Local Collections	06/13/2025	$66,326.61	01-1-01100-000-000-0000
June25Sew	Seward County Treasurer	Local Collections	06/10/2025	$9,627.66	01-1-01100-000-000-0000
JuneSASPED	State of Nebraska	SA SPED AFR 23-24	06/09/2025	$115,931.00	01-1-03120-000-000-0000
REAPJune25	REAP - US Treasury	REAP Reimbursement	06/06/2025	$3,030.00	01-1-04310-000-000-0000
May25AFRSPED	State of Nebraska	SA SPED 23-24 Reimbursement	06/03/2025	$102,277.00	01-1-03120-000-000-0000
				$640,520.26	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY24-25"; Created On: 7/16/2025 5:01:36 PM

Receipt Number	Customer Name	Description	Date Received	Receipt Amount	Account Code
June25EFunds	Patrons/Students	Student Lunches	06/30/2025	$258.10	06-1-01611-000-000-0000
June25STFITInt	Union Bank Interest	STFIT Interest	06/30/2025	$22.16	06-1-01510-000-000-0000
24-117	Patrons/Students	Student Lunches	06/26/2025	$228.90	06-1-01611-000-000-0000
24-118	CSM Cost Solutions - Sysco	July 24 - Jan 25 Food Rebate	06/26/2025	$157.68	06-1-05690-000-000-0000
June25Feds	State of Nebraska	Federal Lunch Reimbursement	06/16/2025	$8,776.13	06-1-04210-000-000-0000
June25GFTransfer	Malcolm General Fund Transfer	General Fund Transfer	06/12/2025	$25,000.00	06-1-05200-000-000-0000
				$34,442.97	

Lancaster County School District #148

Cash Receipts Item Report

[Cycle Name]: "FY24-25"; Created On: 7/16/2025 4:37:58 PM

Receipt	Customer Name	Description	Date Received	Receipt Amount	Account Code
June25Int	NDSLAF Special Bldg	Interest	06/30/2025	$9,719.09	08-1-01510-000-000-0000
June25Lanc	Lancaster County Treasurer	Local Collections	06/13/2025	$5,924.81	08-1-01100-000-000-0000
June25Sew	Seward County Treasurer	Local Collections	06/10/2025	$1,158.54	08-1-01100-000-000-0000
				$16,802.44	

Minutes – Board of Education – Unofficial Until Approved By The Board
June 16, 2025

The Board of Education, School District #148, Lancaster County, Nebraska, met on Monday, June 16, 2025 at 7:00PM in open and public session at 10004 NW 112th St., Malcolm, Nebraska. The notice of the meeting was published in the minutes of the May 19, 2025 meeting of the Board, in the June 2025 issue of ***"The Clipper"*** and the ***Seward Independent*** of June 11, 2025. Board members present were: William England, Tera Heidtbrink, Lucas Mitchell, Tony Nutter, Amy Spellman, Ed Swotek. Administrators present were Ryan Terwilliger, Simon Wiedel. Amber Dolliver joined later. Chairman Nutter called the meeting to order at 7:02PM. The Board recited the Pledge of Allegiance. Chairman Nutter noted that the Open Meetings Act is posted on the north wall of the meeting room.

England moved, seconded by Heidtbrink, to approve the Consent Agenda. Ms. Lostroh reviewed an updated list of bills and the list of revenues. Voting by roll call: AYES – Heidtbrink, Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

Financial Summary						
5/31/2025						
School Accounts		**General**	**Lunch**	**Activity**	**Bus Deprec**	**Student Fees**
Previous Bal 5/01/2025		$3,683,978.48	$1,300.48	$224,533.46	$278,250.65	$11,367.67
Receipts - May 2025		$1,384,414.08	$50,153.61	$23,245.87	$878.01	$0.00
Disbursements- May 2025		$791,717.71	$47,004.76	$33,165.28	$0.00	$0.00
Cash in Cking 5/31/2025		$480,583.53	$4,425.27	-$8,525.40	$10,660.18	$11,367.67
Invested: May 2025		$3,796,091.32	$24.06	$223,139.45	$268,468.48	
Lanc. Co. Treasurer:		**General**		**Bond**		**Spc Bldg**
Previous Bal 5/01/2025		$940,388.18		$31,228.97		$141,639.91
Receipts - May 2025		$66,474.66		$2,678.40		$5,948.32
Disbursements - May 2025		$940,536.23		$31,242.38		$141,663.42
Cash on Hand 5/31/2025		$66,326.61		$2,664.99		$5,924.81
NSDLAF (Investment)		**Spc Bldg**	**Bond Fund**			
Previous Bal 5/1/2025		$2,833,277.76	$328,594.76			
Receipts May 2025		$156,783.36	$34,113.50			
Disbursements May 2025		$31,313.58	$37,356.25			
Cash on Hand 5/31/2025		$2,958,747.54	$325,352.01			

Communications From The Public – None
Public Hearing – Policy 6400: Parent/Community Involvement In Schools. No Public present.

Administrative Reports –
Mr. Simon Wiedel, Jr/Sr High School Principal
- Malcolm Baseball Team is Class C State Champions for the third year in a row.
- Reported we had three students medal at State Track.

Superintendent Ryan Terwilliger
- Mr. Terwilliger asked Mr. Swotek to give the Board a summary of the Legislative Session and what to expect next year.

Unfinished Business –
Mr. Terwilliger reported the progress on the removal/disposal/installation of the Westfall Gym floor. He gave the Board possible dates for completion.

New Business –
Mitchell moved, seconded by Heidtbrink, to set a Board Work Session for Monday, July 14, 2025 at 6:30PM to discuss alignment of the Superintendent's job description with the performance evaluation tool. Voting by roll call: AYES – Mitchell, Nutter, Spellman, Swotek, England, Heidtbrink. NAYS – None. Motion passed.

The Transportation/Facilities Committee set a meeting for Wednesday, July 30, 2025 at 8:00AM. No action from the Board is necessary.

Swotek moved, seconded by England, to review and accept Policy 5415: Anti-Bullying. Voting by roll call: AYES – Nutter, Spellman, Swotek, England, Heidtbrink, Mitchell. NAYS – None. Motion passed.

Chairman Nutter directed Ms. Lostroh to note that First Reading was held on the following Policies; Policy 6113: Electronic Communication Devices and Cell Phones - Policy 5507: Foster Care Student Transportation - Policy 6931: Behavioral Intervention and Classroom Management. Mr. Terwilliger reviewed the Perry Law Firm Memo. Discussion and questions ensued.

Swotek moved, seconded by England, to adopt Dress Code Language embedded in Policy 5101: Student Discipline. The options presented were discussed. Voting by roll call: AYES – Spellman, Swotek, England, Heidtbrink, Mitchell, Nutter. NAYS – None. Motion passed.

Heidtbrink moved, seconded by England, to amend the following – with the exception of Policy 5414: Identification Of Gifted – Policies 1200: Anti-harassment; 3131: Procurement Plan; 3132: Internal Controls; 3410: Safe Driving Record; 4003: Employee Antidiscrimination; 4003a: Notice of Nondiscrimination; 4003b: Complaint Form - Discrimination, Harassment or Retaliation; 4009: Drug Use; 4009: Regulation -- (Form A)--Applicant Consent Drug Testing; 5001: Admission Requirements; 5001: Student Admissions—Forms; 5004: Part Time Enrollment; 5101: Student Discipline Policy; 5103: Extracurricular Activity Discipline; 5201: Promotion & Retention; 5201x: Request to Repeat Grade Form; 5202z: Notification of Rights Under FERPA; 5301: Assn Activities; 5401: Equal Opportunity; 5401z: Complaint Form - Discrimination, Harassment or Retaliation; 6400: Parent Involvement. Mr. Terwilliger reviewed the Perry Law Firm memo and the Board discussed and asked questions. Voting by roll call: Swotek, England, Heidtbrink, Mitchell, Nutter, Spellman. NAYS – None. Motion passed.

Spellman moved, seconded by Mitchell, to enter Executive Session, at 9:05PM, for the evaluation of job performance when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting and public interest. Voting by roll call: AYES – England, Heidtbrink, Mitchell, Nutter, Spellman, Swotek. NAYS – None. Motion passed.

Heidtbrink moved, seconded by Mitchell, to exit executive session at 9:53PM. Voting by roll call: AYES – Heidtbrink, Mitchell, Nutter, Spellman, Swotek, England. NAYS – None. Motion passed.

With no further business before the Board, Spellman moved, seconded by Heidtbrink, to adjourn. Chairman Nutter declared the meeting adjourned by acclamation at 9:55PM.

Respectfully submitted,

Julia Lostroh
Recording Secretary

The Board of Education will meet for a Work Session on Monday, July 14, 2025 at 6:30PM at the District Board Room, 10004 NW 112th St., Malcolm, NE. The next regular meeting of the Board of Education will be Monday, July 21, 2025 at 7:00PM at the District Board Room, 10004 NW 112th St., Malcolm, NE. An agenda will be available on the school website, as it develops, through a link at: SparqData Malcolm Public Schools

July 21, 2025			
Payroll	$525,518.38		Payroll Expenses/Benefits
ABC Pest Control	$290.00		Pest Control Services
Al's John's	$165.00		Bleacher Container Rental
Amazon	$1,409.38		GH Mower Filters/PE Supplies/Tank Hose Connection
Apptegy	$8,840.16		Website Media Subscription
Bjorem Speech	$20.00		Speech Therapy Supplies
Broughton, Danielle	$180.60		School Nutrition Conference Mileage
Capstone	$1,999.00		WF Library Books - Digital
Cengage	$661.50		Century 21 Accounting - HS Business
Cerris Systems	$568.32		Repair Condensate Pump
DAS State ACCTG	$292.87		Internet Service
Demco	$316.27		WF Library Supplies
Duncan Enterprises, Inc.	$100.00		Rainbird Sprinkler Head
Eakes	$3,000.19		Quarterly Copy Charges/Fax Services
ESU #6	$35,146.64		Tech/Quarterly Psych/Hearing/Speech/Early Child/Crave
3E-Lincoln	$240.00		LED Classroom Lights
Flinn Scientific	$1,379.03		HS Science Supplies
First Concord	$65.00		Flex 125 Adm Fees
Fun Express	$158.27		Elementary Classroom Supplies
GO Physical Therapy	$184.20		SPED Vision Services
Hillyard	$4,499.08		Custodial Supplies/Vacuum Parts-Supplies
Holiday Inn - Kearney	$359.85		School Nutrition Conference Hotel
HomeTown Leasing	$1,417.01		Copier/Printer Leases
Innovative	$4,763.43		Co-op Supplies
Kidwell	$1,456.25		Mitel Migration/Office Camera Repair
Kiner Supply	$28.44		Maintenance Supplies
Lakeshore Learning	570.34		WF/PS Classroom Supplies
Language Dynamics Group	$114.63		Speech Therapy Supplies
Lostroh, Julia	$300.15		Mileage/Certified Mail Expense 24-25 School Year
Matheson	$55.45		IT Cylinder Rentals
Meehl, Jan	$467.25		SPED PT Services
Menards	$235.96		Maintenance Supplies
NCSA	$844.00		Annual Membership Region 1 Principals - SW/DS
Nebraska Landscape Solutions	$1,360.00		Lawn/Field Fertilizer
Nebraska Safety Center	$125.00		Level 2 Bus Driver Training
NewzBrain Civics Education	$309.00		HS/JH Social Studies Class Subscription
Norris Public Power	$9,096.68		June 2025 Electricity
NWEA	$6,608.00		25-26 Student Testing Services
Otte Oil & Propane	$1,253.54		Propane
Paragon Sanitation, Inc.	$425.00		Trash Service
Pearson	$299.67		WF Classroom Supplies
Pyramid School Products	$270.33		Co-op Supplies
Really Good Stuff	$483.70		WF Classroom Supplies
Scholastic	$261.25		2nd Grade Classroom Subscriptions
School Specialty	$2,891.16		Co-op Supplies/Classroom Supplies
Security Equipment Inc.	$1,571.76		Annual Alarm Monitoring Services
Sherwin Williams	$634.24		WF Gym Paint
Staples	$2,583.75		Co-op Supplies
Teacher Direct	$135.32		WF Classroom Supplies
TechMasters	$305.00		Repair 3-Door Fridge in WF Kitchen
Tractor Supply Co.	$334.43		Maintenance Supplies
Ty's Outdoor Powers & Service	$163.70		Grasshopper Mower Parts

TSA/Omni	$83.33		403b TPA
Turek Electric	$407.16		Temporary Power WF Gym/Replacement Receptacles
Unite Private Networks	$1,074.53		Distance Learning Cable
Verizon	$188.09		Cellphone Service
Village of Malcolm	$9,006.11		Water/Sewer Service
Village of Malcolm	$2,016.13		April - June Ball Field Expenses
Virco Inc.	$1,039.42		SPED Chairs/Kindergarten Table
Voyager Sopris Learning	$151.80		Reading Program Supplies
Watson, Kim	$273.19		HS Science Conference Expense
Welsh, Cindy	$100.00		Kindergarten Supplies Reimbursement
Westside Community Schools	$1,395.00		4th Qrt SPED Homebound Service
Wex	$385.21		School Vehicle Fuel
Windstream	$819.20		Phone Service
Woita, Andrea	$100.00		Kindergarten Supplies Reimbursement
Out of Cycle			
US Post Office	$320.63		Clipper/Brd Minute Postage
Menards	$948.08		Custodial/Fleet Supplies/Maintenance Supplies
BMI	$312.04		Music License
	$643,378.10		**Total**
School Lunch Fund			
Payroll	$5,141.78		Payroll Expenses
Rapids & Affiliates	$69.60		Co-op Order Kitchen Supplies
Newton, Melissa	$76.00		Refund Unused Lunch Account
Wehner, Mandy	$20.80		Refund Unused Lunch Account
Schroeder, Elizabeth	$3.75		Refund Unused Lunch Account
Out of Cycle			
Pyramid School Products	$790.97		Co-op Kitchen Supplies
	$6,102.90		**Total**
Special Building Fund			
Midwest Floor Covering Inc.	$7,731.00		Board Room Carpet
ATC Group Services/Atlas	$8,575.00		Bid Documents/Abatement Air Monitor WF Gym Floor Removal
	$16,306.00		

Students

Student Fees Policy

The Board of Education of Malcolm Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "l," which provides further specifics of student fees and materials required of students for the 2025-2026 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in

the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire

fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extra-curricular activities for the 2025-2026 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except that if the student chooses to apply for postsecondary education credit, he or she will be charged:

- tuition and other fees beyond 21 credit hours (SENCAP)
- tuition and other fees if a student fails to successfully complete a course(s)

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten

services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the 21st day of July 2025, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

_____
Superintendent or Other Authorized School Official

Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
Neb. Constitution, Article VII, section 1.
Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
Neb. Rev. Stat. §79-2104 (student files or records)
Neb. Rev. Stat. §79-715 (eye-protective devices)
Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)
Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption	7/23/12
Date Amended	
Date Reviewed/Affirmed	Annually

Appendix "1" to 2025-2026 Student Fees Policy of Malcolm Public Schools

Additional Specification of Required Materials and Fees[1]

Program	**General Description of Fee or Material**	**$ Amount of Fee (Anticipated or Maximum)[2] or Specific Material Required**
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. $50 deposit
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to $10.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to $100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.

[1] *This listing is a part of the 2025-2026 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.*

[2] *Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2025-2026 school year.*

Summer school courses	Classes offered during the summer, or at night, if any	$50 to $200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals	*2024-2025 Prices* *Breakfast: $2.00* *Lunch: $3.25* *Milk: $0.40*	Breakfast--$2.25 (K-12) Lunch--$3.50 (K-6) Milk--$0.40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Secondary Program	**General Description of Fee** or **Material**	$ **Amount of Fee (Anticipated or Maximum) or Specific Material Required**
Physical Education Classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e, Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.

Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals	*2024-2025 Prices* *Breakfast: $2.00* *Lunch: $3.50* *Milk: $0.40*	Breakfast--$2.25 (K-12) Lunch--$3.75 (K-6) Milk--$0.40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college. Exception: SENCAP
End of year lost or damaged books	Damage fee or replacement cost	Fines will cover replacement of the book that is damaged or lost
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved. The State of Nebraska will pay for one ACT test for students in their junior year.
Summer school courses	Classes offered during the summer, or at night, if any	Cost not to exceed $500
Locker usage	Use of school padlock	$10 replacement fee for lost locks. Repair cost for any damaged lockers.
Extracurricular and other programs	**General Description of Fee or Material**	**$ Amount of Fee (Anticipated or Maximum) or Specific Material Required**

Athletic Programs		
1. Admission	Spectator fees for admission to events	$6.00 adult (high school event) $5.00 student (high school event) $3.00 Jr. High Family (Household) - $250 Adult - $100 Student - $50 Blue Crew (K-6: Includes T-Shirt) - $50 - Students with a family pass don't pay to be on Blue Crew. Students 7-12 involved in an activity, will get free admission to regular season home games throughout the year Senior citizens (65yrs. old)can get a pass from the business office for free.
2. Participation Fees		$50 for Varsity Activities Male/Female (Basketball, Cross Country, Football, Speech, Drama, Track, Volleyball, Baseball, Softball and Wrestling) $35 Junior High Activities (Basketball, Cross Country, Football, Track, Volleyball and Wrestling) $35 Instrumental and Vocal Music $25 FBLA $30 Skills USA $30 FFA

3. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
4. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged, students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include: Basketball No Additional Football Mouthpiece Speech Dress Attire Copies of Research Track No Additional Volleyball Knee Pads Softball Glove
5. Travel meals	Meals	Students are responsible for their own meals while traveling. An exception may be made if a team is participating in a state competition.
6. Locker use	Padlock for locker	$10 replacement fee for lost locks. Repair cost for any damaged lockers.
7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
8. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed $10.00 per club.
9. Marching Band and Musical	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program.

Groups		Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to $50.00. Limited instruments available for use by any student. $50 deposit For High School Vocal students a $6.00 choir robe cleaning fee is requested.
Vocal Music Group	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of $130.00
Clubs/Organizations		
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed $50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed $150.00.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed $50.00 per club.
Cheerleading/Dance Team	Uniforms	Uniforms may cost up to $1000.00. Camp attendance is optional.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	Up to $10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to $10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed $25.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Trips	Transportation, lodging, meals, admission to events, etc.	For student trips (excluding activities) - students may pay a fee to help defer costs and will be responsible for meals. The maximum costs of such trips will be $2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Lancaster County School District 55-0148, a/k/a Malcolm Public Schools**, hereinafter referred to as "the Board," and Ryan Todd Terwilliger, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 21st day of July 2025, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one (1) year beginning on the 1st day of July, 2025, and expiring on the 30th day of June, 2026. A "contract year" for purposes of this Contract shall be from July 1 to June 30. From which come 260 contract days and 251 duty days for each contract year. Extensions ("roll-overs") may occur as follows:

A. Superintendent's Notice of Intent to Extend. In the Initial Term, the Superintendent shall, between December 1, 2025 and December 31, 2026, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In an Extended Term, the Superintendent's Notice of Intent to Extend shall be given between December 1 and December 31 each year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall, in the Initial Term, have until on or before February 16, 2026 to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. The Board shall have until on or before February 16th in an Extended Term to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

C. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

2. Salary. The annual salary for the 2025-2026 contract year shall be: $183,790.00 (one hundred eighty-three thousand, seven hundred ninety dollars). The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the

annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. **Benefits**. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 20 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. Sick Leave. The Superintendent shall receive sick leave granted other certificated employees of the District. There shall be no pay for unused sick leave.
4. Holidays. The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
5. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's Business Manager. The

Superintendent will notify the Board President when vacation days are used.

B. Insurance and Cafeteria Plan. The school district shall pay $1,366.25 per month ($16,395.00 per year) for a cafeteria fringe benefit package. The money may be used for programs such as life insurance, health insurance, or the superintendent may elect to receive all or part of the fringe money in cash.

C. Meetings and Dues. The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level. Approved organizations are: Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and the Association for Supervision and Curriculum Development. Others may be approved by the Board upon the Superintendent's request. The dues for such membership and the reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

D. Transportation Expenses. The School District will provide a school vehicle for transportation needed in the performance of the Superintendent's official duties. If a school vehicle is unavailable, the reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

E. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

F. Other Benefits. The Superintendent may be provided such other benefits or leaves (Personal and Bereavement) as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Administrator meets the conditions and eligibility requirements for such benefits. There shall be no pay for unused personal leave.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to

diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice annually during the first two contract years and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract amendment, cancellation or termination may occur due to a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before August 1, 2025 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 21st day of July, 2025. _____ Ryan T. Terwilliger, Superintendent	Executed this 21st day of July, 2025 Board of Education of Lancaster County School District 55-0148, a/k/a Malcolm Public Schools By: _____ President Attest: _____ Secretary

Instruction

Electronic Communication Devices and Cell Phones

All students are prohibited from accessing or using an electronic communication device while on school property or attending a school instructional function, unless:

1. When required by a student's Individualized Education Program or 504 Plan;
2. When authorized by the District for educational purposes during instructional time;
3. In the case of an emergency or perceived threat of danger;
4. When necessary to monitor or manage a student's health care; or
5. When determined appropriate by the Superintendent or Superintendent's designee.

All exceptions listed herein must be approved in advance by the appropriate school staff member.

Any student who violates this Policy may be subject to discipline under the District's Student Discipline Policy.

Legal Reference: LB 140 (2025)

Date of Adoption: [Insert Date]

Students

Foster Care Student Transportation

In accordance with federal and state law, the District's written transportation procedures for foster care children are as follows:

Students to be Transported

DHHS will contact the District to inform the District of a foster care student living in the District and/or to be educated by the District. The District will communicate with DHHS on any further matters concerning said foster care student(s).

School of Origin

The District will work to develop a transportation plan for each foster care student needing transportation to the student's school of origin, as defined and required by federal law. Each student's situation will be different, so there is no single transportation plan for every foster care student. Transportation options may include: (1) the foster care family; (2) a bus or school vehicle; (3) transportation to a pickup location; or (4) some other form of transportation in accordance with state and federal law. Foster care students on an IEP may require other considerations and/or different transportation obligations.

When required by law, the District will coordinate the foster care student's transportation to the school of origin while any disputes regarding transportation until the disputes are resolved.

Costs

If the student can be transported by the District without the District incurring any additional costs, then the District will normally transport the student. However, if the District will need to incur additional costs to transport the student, then DHHS will cover any such additional costs associated with the foster care student's transportation. If the District and DHHS are unable to agree on a transportation plan, the District and DHHS will work together to resolve any differences.

Oversight, Implementation, and Administration

The District's Homeless Liaison is responsible for overseeing these procedures, updating them as needed, and otherwise ensuring that the District complies with the transportation requirements for foster care students.

Legal Reference: 20 U.S.C. § 6312.

Date of Adoption: [Insert Date]

Instruction

Behavioral Intervention and Classroom Management

1. Purpose

The District is committed to creating a learning environment where every individual is valued, respected, and supported. This Policy emphasizes the shared responsibility of individuals for their actions and their ability to learn, grow, and thrive. This Policy further provides a framework for encouraging positive behavior, addressing challenges in a caring and constructive way, and ensuring safe and supportive school and classroom environments.

2. General Principles

As part of the District's commitment to all students, the Board hereby implements a tiered-system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

This Policy does not replace or alter the Student Discipline Act when behaviors warrant student disciplinary action under that Student Discipline Act.

3. Standards

Tier 1: Universal Supports			
	District Level	**School Level**	**Classroom Level**
Sound Infrastructure & Shared Leadership	Develop and maintain a district-wide behavior framework, ensuring alignment with the district's vision and goals. Establish a leadership team to oversee implementation and sustainability.	Create school-level leadership teams to implement the district behavior framework. Build systems to support staff in consistent implementation of universal behavior strategies.	Teachers set up clear, consistent behavior expectations aligned with school and district policies. Classroom routines and physical environments are structured to promote positive behaviors.
Layered Continuum of Support	Ensure all schools have access to evidence-based universal behavior practices and instructional tools for promoting positive behavior.	Develop a school-wide plan for teaching and reinforcing positive behavior expectations for all students.	Integrate the development of emotional and interpersonal skills into daily instruction and explicitly teach expected behaviors.
Data-Based Decision-Making	Implement a district-wide behavior data system for tracking	Use behavioral data to assess school culture,	Collect and reflect on classroom behavior data to identify patterns or

	student behavioral incidents, attendance, and other indicators of behavior. Analyze district trends to guide support for schools.	climate and adjust universal supports.	unanticipated signs of distress and adjust teaching practices as needed.
Communication and Collaboration	Share district-wide behavior policies, expectations, and data with all stakeholders, including families and the community.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom.
Tier 2: Targeted Supports			
	District Level	**School Level**	**Classroom Level**
Sound Infrastructure & Shared leadership	Provide a menu of evidence-based Tier 2 intervention and training for implementation.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom that align with school and district policies.
Layered Continuum of Support	Allocate resources to support targeted interventions, such as additional staff or training for small group supports.	Implement interventions such as mentoring programs, social skills groups, or targeted behavior coaching.	Provide additional supports like daily progress monitoring and structured break.
Data-Based Decision-Making	Use district-wide systems to track the effectiveness of Tier 2 interventions and adjust as needed.	Monitor progress using behavior data: point sheets, observations, or student self-assessments and input data in district-wide systems.	Document daily data on student progress to evaluate the impact of interventions.
Communication and Collaboration	Facilitate communication between schools, families, and community partners about available Tier 2 supports.	Engage families in the intervention process by providing regular updates and involving them in problem solving and goal setting.	Maintain open lines of communication with families about their child's progress and strategies to promote support the behavior goals at home.
Tier 3: Intensive, Individualized Supports			
	District Level	**School Level**	**Classroom Level**
Sound Infrastructure & Shared leadership	Ensure access to specialized staff to design and oversee intensive interventions.	Assemble a multidisciplinary team to develop and implement Functional Behavioral Assessments (FBAs) and Behavior	Collaborate with specialists to integrate individualized supports into classroom routines that align with school and district policies.

		Intervention Plans (BIPs).	
Layered Continuum of Support	Coordinate external services and resources for students requiring wraparound support beyond the school.	Provide interventions or sessions tailored to the student's unique needs and communicate with external services and resources to align supports for students.	Consistently implement accommodations and modifications, such as sensory supports or de-escalation plans, to address individual behaviors.
Data-Based Decision-Making	Regularly review data on Tier 3 interventions and outcomes to ensure its effectiveness.	Use detailed, frequent data collection to refine and adjust BIPs based on student progress.	Implement daily monitoring and adjust individualized strategies as data indicates.
Communication and Collaboration	Partner with community agencies to align supports for students with complex needs.	Conduct regular meetings with families to review and revise plans based on student progress.	Provide ongoing feedback to families and specialists about the student's daily performance, progress, and needs.

4. Addressing Dysregulated Behavioral and Classroom Removal

This Policy outlines a structured approach for managing dysregulated behavior that disrupts the learning environment or poses safety concerns. The aim is to ensure the safety and well-being of all students and staff, while supporting the student in developing self-regulation skills and reintegrating into the classroom.

A. Criteria for Removal

i. *Safety Concerns*: Immediate removal may occur if a student poses a threat to their own safety, the safety of others, or the environment.

ii. *Disruption to Learning*: Removal may be necessary if the student's behavior significantly disrupts instruction or the learning environment.

iii. *Attempted Interventions*: Whenever possible, staff should use de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 interventions before considering removal. Severe behaviors that endanger safety may bypass prior interventions.

B. Procedure for Removal

i. *Behavior Documentation*: The teacher or staff member documents the behavior leading to the removal, including antecedents, attempted interventions, and the incident itself. A clear, objective description of the behavior must be included.

ii. *Safe Transition*: The student is escorted to a designated safe space, such as the office or a designated calming area, by trained personnel. Efforts are made to ensure the student remains calm and safe during the transition.
iii. *Notification*: Parents or guardians are notified as soon as possible about the removal. A detailed account of the behavior and any interventions attempted are shared.

C. Post-Removal Actions
i. *Restorative Meeting*: A meeting involving the student, parents or guardians, teacher or other designated staff member, and administrator may be scheduled to review the behavior, its impact, and steps to prevent recurrence. The meeting emphasizes restoring relationships and understanding the root cause of the behavior.
ii. *Behavior Support Plan (if needed)*: For recurring incidents, a behavior support plan is developed or reviewed, including targeted interventions and supports aligned with the student's needs. The plan may include strategies such as check-ins, mentoring, or additional behavioral learning supports.

D. Transition Back to the Classroom
i. *Reintegration Plan*: The student returns to the classroom with appropriate support, which may include a reintegration checklist, a designated buddy, or frequent check-ins with a trusted adult. Expectations and routines are explicitly reviewed with the student.
ii. *Ongoing Support and Monitoring*: Follow-up meetings with the student, teacher or other designated staff member, and parents/guardians are scheduled to evaluate progress. Data from behavior observations are used to adjust interventions and supports as needed.
iii. *Focus on Positive Growth*: A strengths-based approach is applied to recognize and reinforce improvements in behavior.

5. Communication and Collaboration

Families are partners in addressing the student's behavior and supporting reintegration. School staff will provide clear and transparent communication about any incident, the student's plan for return, and available resources. Collaboration will also occur between general education, special education, school psychologist, behavior specialists, school counselors, and/or social workers to ensure all supports align with the student's needs and strengths.

6. Required Training

The District will ensure that school employees are trained in behavioral awareness and intervention as required by this Policy and state law. The Superintendent is hereby delegated the authority and responsibility to develop or contract for such training and to ensure that the appropriate staff receive said training as required by state law.

7. Monitoring and Feedback

Parents, guardians, students, advocates and community members are encouraged to provide feedback on this Policy and the District's actions under this Policy. The Superintendent or designee is also directed to provide any feedback to the Board of Education as the Superintendent deems appropriate.

Legal Reference: Neb. Rev. Stat. § 79-262.01

Date of Adoption: [Insert Date]

Technology
Student Electronic Communication Devices- Acceptable Use **7500.2**

Each student will be provided a District issued digital device (e.g. laptop, Chromebook, iPad) to facilitate learning.

Unless directed by the teacher to support a learning objective, the use of electronic communication devices (e.g. cell phones, personal laptops, or any device which transmits by electronic means any writing, sound, visual image, or data of any nature to another electronic communication device) by a student is not permitted during instructional time.

This rule shall not prohibit a student from using an electronic communication device under any of the following circumstances:

(1) When required by a student's individualized education program developed under the Special Education Act and any rules and regulations adopted or promulgated pursuant to the act or a plan developed under section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794;

(2) When authorized by the school district for educational purposes during instructional time;

(3) In the case of an emergency or perceived threat of danger;

(4) When necessary to monitor or manage a student's health care; or

(5) When determined appropriate by the school board or otherwise allowed by an appropriate school employee.

Instructional time, or when devices should not be in use on school premises for purposes of this Rule, shall be determined based on the student's school grade level as follows:

(1)Elementary School- from the beginning of the school day to the end of the school day;

(2) Middle School- from the beginning of the school day to the end of the school day; or

(3) High School - from the beginning of the school day to the end of the school day, not including passing periods and lunch.

The building principal will develop a communication plan for cell phone use and disseminate that information to parents, students, and teachers.

Legal Reference LB140 (2025)

Policy Adopted: February 3, 2020
Policy Revised: March 20, 2023; June 2, 2025

Millard Public Schools
Omaha, NE

Students

Identification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

The Superintendent or designee shall develop and implement such criteria to identify high ability learners and shall take steps to offer accelerated or differentiated curriculum programs that will address the educational needs of the identified students at levels appropriate for the abilities of those students. The accelerated or differentiated curriculum programs shall meet the standards of quality established by the Nebraska Department of Education.

Legal Reference: Neb. Rev. Stat. Sections 79-1106 to 79-1108.03
NDE Rule 3

Date of Adoption: [Insert Date]

Students

Identification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

~~Learners with high ability shall be identified in the academic areas of mathematics, science, social studies, and language arts. Identification of learners in grades 3-11 with high ability in the specified academic areas shall be based on the criteria listed below. Students shall meet two of the following criteria to be identified as a learner with high ability.~~

~~1) Composite total test score of the 95th percentile or above on the NRT **OR**, 95th percentile or above in math, reading, language arts, science, or social studies; **PLUS** a composite total of 80% or above on the same test.~~

~~2) A score of above average or higher on a cognitive screening test.~~

~~3) Teacher nomination.~~

~~A listing of students who meet the district criteria for learners of high ability and the areas of high capability of each of those students will be made available to classroom teachers, by the school district administration, within the first thirty (30) days of each school year.~~

~~Within the first thirty (30) days of each school year, the school district administration shall make available to parents or guardians of identified learners with high ability information about how their child has been identified~~The Superintendent or designee shall develop and implement such criteria to identify high ability learners, and shall take steps to offer accelerated or differentiated curriculum programs that will address the educational needs of the identified students at levels appropriate for the abilities of those students. The accelerated or differentiated curriculum programs shall meet the standards of quality established by the Nebraska Department of Education.

~~The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.~~

Legal Reference: Neb. Rev. Stat. Sections 79-1106 to 79-1108.03

NDE Rule 3

Date of Adoption: [Insert Date]

Students

Student Fees Policy

The Board of Education of Malcolm Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "l," which provides further specifics of student fees and materials required of students for the 2025-2026 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in

the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire

fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extra-curricular activities for the 2025-2026 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except that if the student chooses to apply for postsecondary education credit, he or she will be charged:

- tuition and other fees beyond 21 credit hours (SENCAP)
- tuition and other fees if a student fails to successfully complete a course(s)

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten

services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the 21st day of July 2025, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

_____
Superintendent or Other Authorized School Official

Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
Neb. Constitution, Article VII, section 1.
Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
Neb. Rev. Stat. §79-2104 (student files or records)
Neb. Rev. Stat. §79-715 (eye-protective devices)
Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)
Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption	7/23/12
Date Amended	
Date Reviewed/Affirmed	Annually

Appendix "1" to 2025-2026 Student Fees Policy of Malcolm Public Schools

Additional Specification of Required Materials and Fees[1]

Program	**General Description of Fee or Material**	**$ Amount of Fee (Anticipated or Maximum)[2] or Specific Material Required**
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. $50 deposit
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to $10.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to $100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.

[1] *This listing is a part of the 2025-2026 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.*

[2] *Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2025-2026 school year.*

Summer school courses	Classes offered during the summer, or at night, if any	$50 to $200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals	*2024-2025 Prices* *Breakfast: $2.00* *Lunch: $3.25* *Milk: $0.40*	Breakfast--$2.25 (K-12) Lunch--$3.50 (K-6) Milk--$0.40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Secondary Program	**General Description of Fee** or **Material**	$ **Amount of Fee (Anticipated or Maximum) or Specific Material Required**
Physical Education Classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e, Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.

Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals	*2024-2025 Prices* *Breakfast: $2.00* *Lunch: $3.50* *Milk: $0.40*	Breakfast--$2.25 (K-12) Lunch--$3.75 (K-6) Milk--$0.40 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college. Exception: SENCAP
End of year lost or damaged books	Damage fee or replacement cost	Fines will cover replacement of the book that is damaged or lost
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved. The State of Nebraska will pay for one ACT test for students in their junior year.
Summer school courses	Classes offered during the summer, or at night, if any	Cost not to exceed $500
Locker usage	Use of school padlock	$10 replacement fee for lost locks. Repair cost for any damaged lockers.
Extracurricular and other programs	**General Description of Fee or Material**	**$ Amount of Fee (Anticipated or Maximum) or Specific Material Required**

Athletic Programs		
1. Admission	Spectator fees for admission to events	$6.00 adult (high school event) $5.00 student (high school event) $3.00 Jr. High Family (Household) - $250 Adult - $100 Student - $50 Blue Crew (K-6: Includes T-Shirt) - $50 - Students with a family pass don't pay to be on Blue Crew. Students 7-12 involved in an activity, will get free admission to regular season home games throughout the year Senior citizens (65yrs. old)can get a pass from the business office for free.
2. Participation Fees		$50 for Varsity Activities Male/Female (Basketball, Cross Country, Football, Speech, Drama, Track, Volleyball, Baseball, Softball and Wrestling) $35 Junior High Activities (Basketball, Cross Country, Football, Track, Volleyball and Wrestling) $35 Instrumental and Vocal Music $25 FBLA $30 Skills USA $30 FFA

3. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
4. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged, students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include: Basketball No Additional Football Mouthpiece Speech Dress Attire Copies of Research Track No Additional Volleyball Knee Pads Softball Glove
5. Travel meals	Meals	Students are responsible for their own meals while traveling. An exception may be made if a team is participating in a state competition.
6. Locker use	Padlock for locker	$10 replacement fee for lost locks. Repair cost for any damaged lockers.
7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
8. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed $10.00 per club.
9. Marching Band and Musical	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program.

Groups		Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to $50.00. Limited instruments available for use by any student. $50 deposit For High School Vocal students a $6.00 choir robe cleaning fee is requested.
Vocal Music Group	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of $130.00
Clubs/Organizations		
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed $50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed $150.00.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed $50.00 per club.
Cheerleading/Dance Team	Uniforms	Uniforms may cost up to $1000.00. Camp attendance is optional.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	Up to $10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to $10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed $25.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Trips	Transportation, lodging, meals, admission to events, etc.	For student trips (excluding activities) - students may pay a fee to help defer costs and will be responsible for meals. The maximum costs of such trips will be $2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Lancaster County School District 55-0148, a/k/a Malcolm Public Schools**, hereinafter referred to as "the Board," and Ryan Todd Terwilliger, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 21st day of July 2025, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one (1) year beginning on the 1st day of July, 2025, and expiring on the 30th day of June, 2026. A "contract year" for purposes of this Contract shall be from July 1 to June 30. From which come 260 contract days and 251 duty days for each contract year. Extensions ("roll-overs") may occur as follows:

A. Superintendent's Notice of Intent to Extend. In the Initial Term, the Superintendent shall, between December 1, 2025 and December 31, 2026, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In an Extended Term, the Superintendent's Notice of Intent to Extend shall be given between December 1 and December 31 each year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall, in the Initial Term, have until on or before February 16, 2026 to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. The Board shall have until on or before February 16th in an Extended Term to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

C. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

2. Salary. The annual salary for the 2025-2026 contract year shall be: $183,790.00 (one hundred eighty-three thousand, seven hundred ninety dollars). The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the

annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. **Benefits**. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 20 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
3. Sick Leave. The Superintendent shall receive sick leave granted other certificated employees of the District. There shall be no pay for unused sick leave.
4. Holidays. The following days shall be holiday days and not working days: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.
5. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's Business Manager. The

Superintendent will notify the Board President when vacation days are used.

B. Insurance and Cafeteria Plan. The school district shall pay $1,366.25 per month ($16,395.00 per year) for a cafeteria fringe benefit package. The money may be used for programs such as life insurance, health insurance, or the superintendent may elect to receive all or part of the fringe money in cash.

C. Meetings and Dues. The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level. Approved organizations are: Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and the Association for Supervision and Curriculum Development. Others may be approved by the Board upon the Superintendent's request. The dues for such membership and the reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

D. Transportation Expenses. The School District will provide a school vehicle for transportation needed in the performance of the Superintendent's official duties. If a school vehicle is unavailable, the reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

E. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

F. Other Benefits. The Superintendent may be provided such other benefits or leaves (Personal and Bereavement) as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Administrator meets the conditions and eligibility requirements for such benefits. There shall be no pay for unused personal leave.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to

diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice annually during the first two contract years and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract amendment, cancellation or termination may occur due to a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before August 1, 2025 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 21st day of July, 2025. _____ Ryan T. Terwilliger, Superintendent	Executed this 21st day of July, 2025 Board of Education of Lancaster County School District 55-0148, a/k/a Malcolm Public Schools By: _____ President Attest: _____ Secretary

Malcolm Public Schools

Wage/Compensation and Classification for Classified Staff

Classified Managers/Directors					
BUSINESS MANAGER (Julie Lostroh)					
		22-23	23-24	24-25	25-26
New Employee	Level I	$ 21.63			
Middle Level	Level II	$ 24.24			
Maximum Base	Level III	$ 26.92	$ 40.00	$ 41.25	$ 42.49
DIRECTOR OF FACILITIES AND FLEET OPERATIONS (Doug Savicky)					
		22-23	23-24	24-25	25-26
New Employee	Level I	$ 19.67	$ 21.26		
Middle Level	Level II	$ 21.99	$ 23.65		
Maximum Base	Level III	$ 24.56	$ 26.30	$ 28.10	$ 28.94
District Executive Assistant/Transportation (Wendy Powers)					
		22-23	23-24	24-25	25-26
New Employee	Level I	$ 17.03	$ 18.54	$ 18.81	
Middle Level	Level II	$ 18.79	$ 20.36	$ 20.90	
Maximum Base	Level III	$ 20.87	$ 22.50	$ 23.22	$ 23.92
Nurse (Jill Cosgrove)					
		22-23	23-24	24-25	25-26
New Employee	Level III	$ 30.00	$ 30.90	$ 31.90	$ 32.86
Executive Assistants					
Westfall Executive Assistant (Tracy Plautz)					
		22-23	23-24	24-25	25-26
New Employee	Level I	$ 16.49	$ 17.98	$ 18.40	$ 18.95
Middle Level	Level II	$ 18.32	$ 19.87	$ 20.45	$ 21.06
Maximum Base	Level III	$ 20.36	$ 21.97	$ 22.72	$ 23.40
High School Executive Assistant (Ann Kramer)					
		22-23	23-24	24-25	25-26
New Employee	Level I	$ 16.49	$ 17.98	$ 18.40	$ 18.95
Middle Level	Level II	$ 18.32	$ 19.87	$ 20.45	$ 21.06
Maximum Base	Level III	$ 20.36	$ 21.97	$ 22.72	$ 23.40
Managers, Directors and Executive Assistants will receive cash-in-lieu or $2500 dual-choice coverage					
$9119.52 Cash-in-lieu $9993.72 Insurance					
Paid Time Off for Classified Managers/Directors and Executive Assistants					
Year #1: The employee will accrue 20 hours of **Paid Time Off (PTO)** per quarter (Max=80 hrs)					
Years 2-5: The employee will receive 80 hours (10 days) at the beginning of the year					
Years 6-10: The employee will receive 120 hours (15 days) at the beginning of the year					
Years 11+: The employee will receive 160 hours (20 days) at the beginning of the year					
*No carryover *No additional personal day					
Sick Leave for Classified Staff					
12-Month Employees:5 days/year that can accrue to 20 (Max 25: 20+5)					
Bereavement Leave for Classified Staff					
Same as certified staff--refer to the negotiated agreement					
Longevity and Loyalty Salary- add $1.00 to Max Base after 15 years Service to District					

Malcolm Public Schools

Wage/Compensation and Classification for Classified Staff

Maintenance/Custodial Specialist

Maintenance and Custodial Specialist

		22-23	23-24	24-25	25-26
New Employee	Level I	$ 19.00	$ 20.00	$ 20.05	$ 20.65
Middle Level	Level II	$ 20.90	$ 21.90	$ 22.28	$ 22.95
Maximum Base	Level III	$ 22.99	$ 23.99	$ 24.75	$ 25.49

Administrative Assistants

Westfall Administrative Assistant

		22-23	23-24	24-25	25-26
New Employee	Level I	$ 12.71	$ 13.71	$ 14.79	$ 15.23
Middle Level	Level II	$ 14.12	$ 15.12	$ 16.43	$ 16.92
Maximum Base	Level III	$ 15.69	$ 17.67	$ 18.26	$ 18.81

High School Administrative Assistant

		22-23	23-24	24-25	25-26
New Employee	Level I	$ 12.71	$ 13.71	$ 14.79	$ 15.23
Middle Level	Level II	$ 14.12	$ 15.12	$ 16.43	$ 16.92
Maximum Base	Level III	$ 15.69	$ 17.67	$ 18.26	$ 18.81

Custodians

CUSTODIAN (Full-Time)

		22-23	23-24	24-25	25-26
New Employee	Level I	$ 12.01	$ 13.37	$ 13.60	$ 14.01
Middle Level	Level II	$ 13.34	$ 14.74	$ 15.11	$ 15.56
Maximum Base	Level III	$ 14.82	$ 16.26	$ 16.79	$ 17.29

Admin. Asst., Custodians and Main./Cust. Specialist will receive cash-in-lieu (8,461.32) or $4000 HAS

$8149.08 Cash-in-lieu $8925.84 Insurance

CUSTODIAN (Part-Time)

		22-23	23-24	24-25	25-26
New Employee	Level I	$ 14.32	$ 14.75	$ 15.19	$ 15.65
Middle Level	Level II	$ 15.91	$ 16.39	$ 16.88	$ 17.39
Maximum Base	Level III	$ 17.67	$ 18.20	$ 18.75	$ 19.31

Paid Time Off for Administrative Assistants, Custodians and Maintenance/Custodial Specialist
Year #1: The employee will accrue 15 hours of **Paid Time Off (PTO)** per quarter (Max=60 hrs)
Years 2-5: The employee will receive 64 hours (8 days) at the beginning of the year
Years 6-10: The employee will receive 104 hours (13 days) at the beginning of the year
Years 11+: The employee will receive 144 hours (18 days) at the beginning of the year
*No carryover *No additional personal day
Sick Leave for Administrative Assistants, Custodians and Maintenance/Custodial Specialist
12-Month Employees:5 days/year that can accrue to 20 (Max 25: 20+5)
9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)
Bereavement Leave for Administrative Assistants, Custodians and Maintenance/Custodial Specialist
Same as certified staff--refer to the negotiated agreement
Longevity and Loyalty Salary- add $1.00 to Max Base after 15 years Service to District

Malcolm Public Schools

Wage/Compensation and Classification for Classified Staff

Cooks						
FOOD SERVICE HEAD COOK						
			22-23	23-24	24-25	25-26
Maximum Base		Level III	$ 18.36	$ 19.91	$ 21.30	$ 21.94
COOKS						
			22-23	23-24	24-25	25-26
New Employee		Level I	$ 13.67	$ 13.67	$ 14.14	$ 14.56
Middle Level		Level II	$ 15.19	$ 15.19	$ 15.71	$ 16.18
Maximum Base		Level III	$ 16.88	$ 16.88	$ 17.46	$ 17.98
COOKS (Part-Time),						
			22-23	23-24	24-25	25-26
New Employee		Level I	$ 13.56	$ 13.96	$ 15.56	$ 16.03
Middle Level		Level II	$ 15.30	$ 15.76	$ 17.29	$ 17.81
Maximum Base		Level III	$ 15.33	$ 15.79	$ 19.21	$ 19.79
Paraprofessionals						
PARAPROFESSIONALS						
			22-23	23-24	24-25	25-26
New Employee		Level I	$ 14.32	$ 14.32	$ 14.80	$ 15.24
Middle Level		Level II	$ 15.91	$ 15.91	$ 16.44	$ 16.93
Maximum Base		Level III	$ 17.67	$ 17.67	$ 18.27	$ 18.82
Cooks and Paraeducators will receive cash-in-lieu or $4000 HAS						
PARAPROFESSIONALS (Part-Time)						
			22-23	23-24	24-25	25-26
New Employee		Level I		$ 14.75	$ 15.19	$ 15.65
Middle Level		Level II		$ 16.39	$ 16.88	$ 17.39
Maximum Base		Level III		$ 18.20	$ 18.75	$ 19.31
Part-Time Paras do not get CIL						
BUS DRIVERS						
			22-23	23-24	24-25	25-26
Maximum Base	Level III	Day	$ 88.42	$ 91.07	$ 93.82	$ 96.63
		Route	$ 44.21	$ 45.54	$ 46.91	$ 48.32
BUS DRIVERS ARE PAID 180 DAYS ON THEIR CONTRACT - $96.63 x 180 = $17,393.4						

	Route	1st hr.	Add. Hrs.
Substitute Bus Driver:	$ 48.32		
Activities and Field Trips			
Weekday Activity: After Route		$ 36.72	$ 20.30
Weekday Activity: Missed Route		$ 36.72	$ 20.30
Weekday Activity: Missed Both Routes		$ 36.72	$ 20.30
Weekend Activity:		$ 36.72	$ 20.30
SPED Route	$ 30.63		
Preschool Route	$ 27.05		
Coaches & Sponsors (Activity Driving)			
Van		$ 36.72	
Bus (Drive Time)		$ 35.65	$ 20.30

Personal Days for Head Cook, Cooks, Paraprofessionals and Bus Drivers
All classified personnel in Classifications I-IV get one personal day
Sick Leave for Head Cook, Cooks, Paraprofessionals and Bus Drivers
9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)
Bereavement Leave for Head Cook, Cooks, Paraprofessionals and Bus Drivers
Same as certified staff--refer to the negotiated agreement
Longevity and Loyalty Salary- add $1.00 to Max Base after 15 years Service to District

Miscellaneous Classified Salary Information
· This schedule establishes a Base Salary at all levels.
· All employees currently paid above these base salaries will be grandfathered and held at current salaries, unless moved by Board action. All current employees who have been drawing current salary based on an annual rate divided by 12 may continue to do this. Any new employee in any salary classification will be paid at the stated hourly or daily rate.
· Employees entering service for the first time are hired at Level I for the first year, except Bus Drivers, Food Service Manager (Head Cook), and Nurse--they are hired at Level III (Maximum Base Salary).
· Employees may be paid Level II salary as early as the second year and will continue until Maximum Base salary Level III has been attained. Reaching Maximum Base could happen in the second or third year and some employees may never attain it.
· Due to district needs and the timing of monthly Board meetings, the Superintendent, reserves the right to pay any classified employee or employee candidate, whatever **salary base** (Level I-Level III) is felt appropriate according to need, candidate qualifications, skills and abilities.
· All advancement in classification level will be done upon satisfactory approval of the employee's job skill and employees will move only with the approval of the superintendent of schools.
· CERTIFIED TEACHER SUBSTITUTE = approx. 70% OF DAILY BASE PAY (176 student days) = (base salary / 175 student days x 70%) rounded to nearest whole number $ 171.6
· EXTENDED AND OR LONGTERM SUBSTITUTE = 85% OF DAILY BASE PAY (175) FOR THE SAME INSTRUCTOR – rounded to nearest whole number - $208.37

Insurance is figured off of the 5% surcharge chart (Managers, Directors and Executive Assistants)
Insurance is figured off of the 50% surcharge chart (Other)

School Nurses will receive Maximum Base of Classification III
Level IV - Longevity and Loyalty Salary- add $1.00 to Max Base after 15 years Service to District
Level IV Qualifiers:
Julie Lostroh, Chris Bolte, Ann Kramer, Sandy Ratzlaff, Wendy Powers, Michelle Glause, Kristi Minzel
Tier II Para Wage is 11% more than the Para's Base Hourly Wage
Tier II Para Qualifiers: TBD

MALCOLM PUBLIC SCHOOLS
FACULTY-STAFF HANDBOOK
2025-2026



Malcolm Public Schools Faculty-Staff Handbook

FOREWORD

Section 1 Intent of Handbook

This handbook is intended to be used by all staff to provide general information about Malcolm School District and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

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 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 so as 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 Malcolm Public School District and the Malcolm Education Association, and the policies and regulations of the Malcolm Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and 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 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 ~~21~~edition will be in effect beginning August 1, ~~2021~~ 2024 and subsequent school years unless replaced by a later edition.

Section 2 Members of the Board of Education:

Name	Contact Information
Tony Nutter—President	tony.nutter@mps148.org 402-326-0163
Amy Spellman—Vice President	amy.spellman@mps148.org 402-890-2969
Tera Heidtbrink—Secretary	tera.heidtbrink@mps148.org 402-540-8618
Lucas Mitchell —Treasurer	lucas.mitchell@mps148.org 402-239-8666
Bill England—Vice President	bill.england@mps148.org 402-432-9007
Ed Swotek	ed.swotek@mps148.org 402-937-3783

Section 3 Administrative Staff:

Name	Position
Ryan Terwilliger	Superintendent
Greg Adams	Jr./Sr. High Principal
Amber Dolliver	Elementary Principal
Troy Pritchett	Information Systems and Technology Administrator
Jon Squier	Student Services Director
Dallas Sweet	Assistant Principal/Activities Director

Section 4 **Teaching Staff:**

First Name	Last Name	Department	Grades
Scott	Amen	Elementary	5
Kip	Arnold	Business/Computer	7 – 12
Beth	Beach	Elementary	4
Michael	Beach	Vocal music	K – 12
Wendy	Beatty	Elementary	2
Ashley	Behrends	Speech Pathologist	K – 12
Kayla	Benes	Special Education	7 – 12
Haley	Blecha	Special Education	6 -- 8
Matt	Coufal	Physical Education	7 – 12
Becky	Densberger	Elementary	5
Jeff	Donahue	Language Arts	9 – 12
Andrew	Edwards	Foreign Language	9 – 12
Chad	Eichenberger	Mathematics	9 – 12
Kelly	Frank	School Counselor	7 – 12
Coleman	Gore	Science	7 – 12
Lori	Haun	Language Arts	6 -- 8
Katie	Hill	Mathematics	7 – 12
Jonathan	Hunt	Social Studies	9 – 12
Rachel	Kocak	Social Studies	6 -- 8
Stacy	Kopecky	Elementary	4
Morgan	Kramer	Elementary	3
Heather	Ladman	Art	K-6
Morgan	Lemkau	Elementary	1
Chris	Lewandowski	Social Studies	9 – 12
Deborah	Lewis	Elementary	2
Amanda	Loos	Special Education	K-2
Colbey	Luebbe	Industrial Technology	7 – 12
Devon	Luebbe	Pre-Kindergarten	Pre-K
Ryan	Marsh	Instrumental music	5 – 12
Ann	Martin	Art	7 – 12
Tamra	Maytum	Language Arts	6 -- 8
Shelly	Monnier	Elementary	1
Wayne	Moore	Business Ed/Computer	9 – 12
Heather	Osborn	Library	K – 12
Brittni	Peltz	Reading and Title	K – 12
Jessi	Potter	Elementary	K
Brock	Rezny	Elementary	4-8 Math-Sci
Jeana	Scholz	Elementary	3
Patricia	Schumacher	Special Education	K - 8
Dustin	Tobey	Physical Education	K – 12
Maddie	Von Seggern	FCS	6 – 12
Tonya (Brie)	Walklin	Language Arts	9 – 12
Kim	Watson	Science	9 – 12
Jessica	Wehner	School Counselor	PK-6
Zach	Wehner	Elementary	2 – 8 Math
Cindy	Welsh	Elementary	K
Dayna	Wyatt	Elementary	Math/Tech

Section 5 **Support Staff:**

First Name	Last Name	Building	Position
Julia	Lostroh	District Office	Business Manager
Wendy	Powers	District Office	District Adm. Assistant
Ann	Kramer	Jr./Sr. High	7-12 Exec. Asst.
Michelle	Glause	Jr./Sr. High	7-12 Adm. Asst.
Audrey	Mohr	Elementary	PK-6 Admin. Asst.
Jillian	Cosgrove	PK-12	Nurse
Staci	Bixenmann	PK – 6	PK Para Educator
Samantha	Beman	PK – 6	Para Educator
Jessica	Andrews	PK-12	Para Educator
Rebekah	Ferguson	PK-12	Para Educator
Mary	Gueret	PK-12	Para Educator
Kristi	Gustafson	PK-12	Para Educator
Linda	Leichner	PK-12	PK Para Educator
Kristie	Minzel	PK-12	Para Educator
Treasa	Wattier	PK-12	Para Educator
Jennifer	Witzel	PK-12	Para Educator
Julie	Pierce	PK-12	Para Educator
Karla	Parker	PK-12	PK Para Educator
Tracy	Plautz	Elementary	PK-6 Exec. Asst.
Sandra	Ratzlaff	PK-12	Library Media Aide
Connie	Galliher	PK-12	Para, Bus Driver, Cust.
Danielle	Broughton	PK-12	Food Service Manager
Alexis	Saltzman	PK-12	Cook
Charlene	Kolodziejski	PK-12	Cook
Crystal	Stohlman	PK-12	Cook
Nicole	Pekarek	PK-12	Cook
Jared	Ritze	PK-12	Assistant Tech Director
Doug	Savicky	PK-12	Head of Maintenance
John	Johnson	PK-12	Maint./Cust. Specialist
Shelby	Sidel	PK-12	Custodian
Arlon	Busch	PK-12	Custodian
Quade	Swanson	PK-12	Custodian
Wendy	Tibbetts	PK-12	Custodian
Vicki	Phillips	PK-12	Custodian
Danis	Willet	PK-12	Bus Driver
Matt	Wisnieski	PK-12	Bus Driver
Luke	French	PK-12	Bus Driver
Randy	Strauss	PK-12	Bus Driver
Charlotte	Whisenhunt	PK-12	Bus Driver

Section 6 Information About Malcolm School District 148

The Malcolm School District (#148) comprises approximately 89 square miles in Lancaster and Seward Counties. The district is made up of the communities of Emerald, Malcolm, and the surrounding rural areas. The district is currently organized as a K-6, 7-8, 9-12 educational program, in the school building located just North of the Village of Malcolm.

Malcolm Public School is classified as a Class III (K-12) district by the Nebraska Department of Education. The School District has approximately ~~536-6~~40 students and ~~46-4~~8 instructors. The Nebraska School Activities Association, for purposes of student activities and athletic competition has classified our School District, as a Class C school. Malcolm Public School is a member of the ~~East Central Nebraska Conference for our activities program. Member schools include the following: Auburn, Conestoga, Elmwood-Murdock, Freeman, Louisville, Mead, Palmyra, Johnson County Central, Weeping Water, and Yutan.~~Trailblazer Conference for our activities program. Member schools include: Ashland-Greenwood, Beatrice, Nebraska City, Plattsmouth, Ralston, Springfield-Platteview and Wahoo.

A six-member Board governs the school district. Each member is elected for a four-year term. Board members serve without compensation. The Board meets the third Monday of each month, with a starting time of 7:00 P.M. The meetings, which are open to the public are held in the boardroom located in the Central Administration Office at 10004 NW 112th.

Section 7 Purpose Statements

Mission Statement: In partnership with our community, we will provide an educational experience that maximizes the potential of each student to become a productive and responsible citizen.

Vision Statement: We strive to become the most admired school district in Nebraska.

Belief Statements:

- Students are our first priority.
- Each student is unique and has infinite value.
- Education is dynamic and evolving.
- A positive learning environment enhances learning.
- High expectations promote higher achievement.
- Honesty and integrity are essential to building trust.
- Individuals are responsible for their own actions.
- Our school is accountable to the community
- Education is the shared responsibility of the individual, family, school and community
- Excellence is worth the investment.

The objective of the Malcolm Public Schools is to:

- Provide an academic environment that is relevant, rigorous, and research-based;
- Nurture open, transparent, frequent, and substantive channels of two-way communication with stakeholders;
- Positively engage the Malcolm community;
- Provide a learning environment that is safe, welcoming, progressive, challenging, adaptive and encouraging.

Article 1 – SCHEDULES AND CALENDAR INFORMATION

Section 1 Daily Schedule (K-5)

7:50	Doors open		
8:10 - 9:00	1st period	11:38 - 12:56	5th period
9:02 - 9:52	2nd period	12:58 - 1:48	6th period
9:54 - 10:44	3rd period	1:50 - 2:40	7th period
10:46 - 11:36	4th period	2:42 - 3:30	8th period

Daily Schedule (6-12)

7:50	Doors open		
8:00 - 8:50	1st period	11:38 - 12:56	5th period
8:50 - 9:00	Breakfast	12:58 - 1:48	6th period
9:02 - 9:52	2nd period	1:50 - 2:40	7th period
9:54 - 10:44	3rd period	2:42 - 3:32	8th period
10:46 - 11:36	4th period		

12:27 Shortened Schedule (K-5)

7:50	Doors open		
8:10 - 8:40	1st period	10:18 - 10:48	5th period
8:42 - 9:12	2nd period	10:50 - 11:20	6th period
9:14 - 9:44	3rd period	11:22 - 11:52	7th period
9:46 - 10:16	4th period	11:54 - 12:27	8th period

12:27 Shortened Schedule (6-12)

7:50	Doors open		
8:00 - 8:30	1st period	10:18 - 10:48	5th period
8:30 - 8:40	Breakfast	10:50 - 11:20	6th period
8:42 - 9:12	2nd period	11:22 - 11:52	7th period
9:14 - 9:44	3rd period	11:54 - 12:27	8th period
9:46 - 10:16	4th period		

Section 2 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close Malcolm Public Schools in case of severe weather. The Superintendent or representatives of the Superintendent will notify local news media when inclement weather warrants such action. Radio and television stations broadcast the information regularly. The unpredictability of the weather means that there is always the possibility of closing school early, or changing from a late start – to no school. In addition to local media outlets, the district will send out information via an automated calling, texting and emailing system. You may also check the school website, social media accounts, or call the school.

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 to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6:00 a.m. if possible).

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 as soon as possible. Teachers and designated staff 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. Malcolm Public School has a signal which, when activated, includes the necessity 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 Critical Incident Response. **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.

Section 3 Contract Days

Teachers are contracted for 185 days (hereinafter referred to as the "contract year"). Individual teachers on varying schedules as established by the Board of Education and administration shall service such contract days.

Section 4 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 shall not be credited as a contract day served. Make-up days will be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days. The Board of Education gives the Superintendent authority to waive up to a maximum of three (3) contracted days missed because of inclement weather or other acts of nature. If additional student instructional hours are needed to meet state certification requirements because of days missed from instruction, the administration will develop a plan, approved by the Board, to successfully meet and comply with accreditation standards. If additional student instructional hours are not needed to meet accreditation standards, the Malcolm faculty will make up contracted workdays missed that are in excess of three. The Superintendent will detail which days and activities will be used for the make-up days, should days not be available or acceptable during the remainder of the school year, days will be used after the students have been dismissed for the summer.

Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

Section 1 Employment

A teacher is employed by Malcolm Public School when the teacher signs the Teacher's 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.

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end

of the current school year, submitted prior to March 15th.

The Board delegates to the Superintendent the authority to formally ask certificated employees in writing whether they intend to accept employment with the District for the following school year. The Superintendent shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Superintendent is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the District.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the District.

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. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-829.

Classified Employee Employment

Employment occurs when the employee signs the Employee's Contract and the Board of Education approves such contract of employment. 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. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district, through the Superintendent. 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.

Section 2 Assignments

The professional duties to be performed by all staff members within the District shall be subject to assignment by the Superintendent of the District with the approval of the Board of Education. Staff members will be expected to devote full time during days of school to the employee's position and to diligently and faithfully perform the assigned duties to the best of the employee'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 extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular 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 an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

Section 3 Personnel File
The District will follow the requirements of state and federal law and regulation with regard to a teacher's or classified staff member's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

Section 4 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 shall be addressed through the administrative chain of command.

Classified staff grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy 4003b and/or 4240. Any classified employee who has a work-related grievance shall first discuss the nature of the grievance with an administrative supervisor. If not satisfied with the administrative supervisor's resolution of the problem, the employee shall within 10 working days of having received the administrative supervisor's decision, send a written description of the grievance to the Superintendent. Upon receiving the written grievance, the Superintendent shall, within 10 working days, meet with the employee and attempt to resolve the grievance. If not satisfied with the Superintendent's decision, the employee shall, within 10 working days, request in writing to the Superintendent, a desire to appeal to the Board of Education. The Board of Education shall schedule a meeting, within 15 working days, to listen to the grievance. Said meeting will be held in closed session and may be attended by the Superintendent, administrative supervisor, the employee and at the employee's discretion, an advocate for the employee. The Board of Education will render a decision at the close of the meeting, and said decision will terminate the grievance procedure.

Section 5 Certified Staff 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. Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. 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 credit not being awarded for the current school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or weekend day. 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. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

Section 6 Classified Staff Compensation, Workday and Time Cards

Compensation. Compensation is paid only as authorized by the Board of Education.

Workday. The normal workday will be unique to the individual position. Within the hours of the workday, one-half hour is allowed for unpaid lunch and other break times, not to exceed two 15 minute periods, will be arranged with the immediate supervisor.

Time Cards. All classified employees shall turn in time cards on a monthly basis. The employee is responsible for the accuracy of information on the time cards and the central office will verify and compute such data into the monthly payroll. Employees must be specific with clock-in and clock-out times on their time cards. All classified time cards are figured or computed to the nearest 5 minutes.

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or weekend. 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. 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.

Section 7 Extended Duty Pay

Extended duty for any non-administrator staff member voluntarily giving of their time, when requested by administration, beyond the number of contract days to work on school improvement, standards and assessment (etc.) shall be paid at the hourly rate set by the Superintendent and approved by the School District. Extended duty pay can vary depending upon the various approved grants and individual faculty agreements.

Section 8 Certified Staff Benefits

Teachers are provided benefits in accordance with the negotiated agreement, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 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.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached.

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.

Section 9 Classified Staff Benefits

PAID VACATION –

Paid Time Off for Classified Managers/Directors and Executive Assistants
Year #1: The employee will accrue 20 hours of Paid Time Off (PTO) per quarter (Max=80 hrs)
Years 2-5: The employee will receive 80 hours (10 days) at the beginning of the year
Years 6-10: The employee will receive 120 hours (15 days) at the beginning of the year
Years 11+: The employee will receive 160 hours (20 days) at the beginning of the year
*No carryover *No additional personal day

Paid Time Off for Administrative Assistants, Custodians and Maintenance/Custodial Specialist
Year #1: The employee will accrue 15 hours of Paid Time Off (PTO) per quarter (Max=60 hrs)
Years 2-5: The employee will receive 64 hours (8 days) at the beginning of the year
Years 6-10: The employee will receive 104 hours (13 days) at the beginning of the year
Years 11+: The employee will receive 144 hours (18 days) at the beginning of the year
*No carryover *No additional personal day

Personal Days for Head Cook, Cooks, Paraprofessionals and Bus Drivers
One personal day

PAID HOLIDAYS - Twelve month employees will receive seven paid holidays: Labor Day, Thanksgiving, Christmas, New Years, Good Friday, Memorial Day and July 4th.

NON-PAID LEAVE - At the Superintendent's discretion, limited non-paid leave will be available to classified staff for emergencies and other family-related events.

SICK LEAVE – Sick Leave will be defined by the Negotiated agreement.

Sick Leave for Classified Managers/Directors and Executive Assistants
12-Month Employees:5 days/year that can accrue to 20 (Max 25: 20+5)
Sick Leave for Administrative Assistants, Custodians and Maintenance/Custodial Specialist
12-Month Employees:5 days/year that can accrue to 20 (Max 25: 20+5)
9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)
Sick Leave for Head Cook, Cooks, Paraprofessionals and Bus Drivers
9-Month Employees: 5 days/year that can accrue to 15 (Max 20: 15+5)

BEREAVEMENT LEAVE – (1). A total of one (1) day in any one school year will be allowed with pay for any non-immediate family bereavement. (2). A total of four (4) days in any one school year will be allowed with pay for bereavement for any immediate family member including in-laws, children, spouse, children of, brother, sister, mother, father and grandparents. (3). Bereavement leave may be extended in both cases noted above as 1 and 2 with deductions of sick leave allowed, at the discretion of the administration.

INSURANCE – The district does not provide health and dental insurance to part-time classified staff. In accord with state and federal statute, all classified staff are insured against work related injury and consequent disability by worker compensation insurance. Full-time classified employees will be given cash-in-lieu to use for insurance or whatever they choose.

RETIREMENT – Classified employees who qualify, according to the number of hours worked in a week, must belong to the State Employees Retirement System.

SECTION 125 - Classified employees shall make annual benefit elections into the School Districts Section 125 Plan by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Each employee is responsible for informing the Business Manager 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.

Section 10 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.

Section 11 Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable mileage rate shall be established by the Nebraska State Department of Administrative Services for the use of the individual's personal vehicle, or the actual travel expense, if travel was authorized by commercial or charter means. The District is not liable for physical damage to employee vehicles.

The District provides all materials necessary for instruction. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or Superintendent, if the expense relates to an activity, by the Activities Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

Section 12 403(b) Salary Reduction Agreements

The District will cooperate with any teacher who chooses to participate in an investment program under a Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

Section 13 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. A publication provided by the federal government that provides more information about the FLSA is available in the Business Office upon request.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek 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. The Superintendent must approve any accumulation of compensatory time over 40 hours. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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.

Section 14 Wage Information

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function, who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing or other similar action.

Section 15 Classified Staff Termination Procedure

Any Classified employee who is discharged from a position or whose position is eliminated will receive two weeks (10 working days) notice of said decision from the Superintendent, unless the termination is due to the employee violating the law. The notice will be conveyed verbally and in writing, with the written

noticed containing the reasons for the decision. The employee may request a meeting with the Superintendent to review the administrative decision.

If the employee is requested to vacate the position immediately, the Superintendent has the option of whether to provide two weeks of pay, depending on the circumstances of the dismissal and demeanor of the employee. Employees who leave a position at their discretion after receiving a termination notice, or without a two-week notice, will receive pay for time worked.

Article 3 – ABSENCES FROM WORK (Certified Staff)

Section 1 Paid Leave - Sick and Personal Leaves

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement.

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 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 attend work is to contact their building principal before 6:00 a.m. to request a substitute for the day. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, the teacher should report 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 report the need for leave as soon as possible to the building principal.

For personal and other leaves, a request for leave is to be submitted to the building principal at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances. One personal leave day, per year, can be used in conjunction with a school vacation, or holiday, if notification is given to the administrator in writing with ten school days prior notice and is contingent upon availability of a substitute on a first presented written request, first served priority. All leave provisions are covered in the Negotiated Agreement.

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.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

Section 2 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cafeteria fringe benefit package) shall be reduced by the day or days or work missed on a per diem basis calculated using

the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = $1/185^{th}$ of total salary and fringe benefits.

Section 3 Leaves of Absence

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws.

Section 4 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 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 teacher will be required to use available leave days.

Section 5 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.

Section 6 Family and Medical Leave Act

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent's designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

The documents provided in response to the new Family Medical Leave Act (FMLA) regulations are:

1—FMLA Leave Application
2—Notice of Eligibility and Rights & Responsibilities—rolling year
3—Designation Notice
4—Certification of Health Care Provider for Employee's Serious Health Condition
5—Certification of Health Care Provider for Family Member's Serious Health Condition
6—Certification of Qualifying Exigency for Military Family Leave
7—Family Military Leave Certification for Serious Injury of Service member

Article 4 – DUTIES AND RESPONSIBILITIES

Section 1 Hours of Work & Meetings

Regular, dependable attendance at work is an essential function of a teacher's employment position. The current accepted work hours for teachers are from 7:45 till 3:45.

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.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend seven hours and 30 minutes on site; a 30-minute duty-free lunch break can be spent off-site. The 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 seven hours and 30 minutes. Staff may leave the building earlier when called to a professional meeting.

Certificated employees are required to serve on playground, lunchroom and hall supervision as designated by the 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 meetings called by the Superintendent of Schools, Principals, Department Heads and Team Leaders, except those meetings, which are designated for optional attendance.

Section 2 Arrival to Duty Assignments

Full-time teachers have a designated on-site workday (duty day is 7 hours and 30 minutes). Elementary and Secondary school teachers are to be in the building no later than 7:45 a.m., and to remain on duty until 3:45. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins. During the school day, teachers are to be in their assigned classroom before each period begins to assure that students are not unsupervised within the classroom.

Section 3 Leaving School

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even 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 assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

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 and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

Section 4 Lesson Plans

Teachers will prepare written lesson plans that cover at least five days of advance instruction. The plans must be in the plan book. Please keep the plan book, including lesson plans, class rosters, etc. in the top right hand drawer of the teacher's desk. If that is not possible, the plan book should be kept in a place in which the plan book will be readily available in the teacher's absence.

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

Section 5 Daily Class Record Books - Electronic Grade Book

Every teacher is required to keep a complete and easily understandable written record of the attendance and achievement of every student in a class record book (sometimes referred to as the grade book). 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. The name and date of entry for each student who enrolls after the semester opens.
3. The date of withdrawal for each student who withdraws from the class previous to the close of the semester--dropouts or early withdrawals.
4. 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.
5. A complete report of all recorded grades for each student. There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you test frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades, which are reported to parents. **As a safety precaution against electronic glitches, it is recommended that faculty run a weekly hard copy of all grades from the electronic grade book.**

Upon request a student's individual record in the teacher's class record book shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

Because the entries in the class record book constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to deliver the teachers' class record books to the Principal at the close of the school year for filing in the permanent records. Teachers who return to Malcolm Public School District 148 and who wish to refer to the previous year's class record book may request the return of the class record book. Such books shall again be brought to the office for permanent filing when the teacher is finished with them, or at the close of the current term.

Section 6 Classroom and School Procedures

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

1. Bulletin Boards

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature. No information, poster or other display may be posted on any school bulletin board, display case or other areas without the prior permission of the building principal. The building principal shall have the final determination as to whether any posting is political and/or commercial in nature, and there shall be no appeal process if the principal denies a request to post or display non-school related information.

2. Text Book and Room Inventory

All school purchased materials must be inventoried with the building principal or administrative assistant. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student 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.

Fines are determined on books according to the Student Fees Policy--5416

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school publications and final grades. Discuss appropriate student fines with your individual building principal. Use of covers on student textbooks will help maintain the book for future use.

3. Use of Cell Phones

Staff Members shall not use personal cell phones for any non-school purpose during instructional time.

4. Use of Paraeducators

Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraeducator must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Paraeducator 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 calculate grades and record grades. Paraeducator are to work only on their assigned workdays and within their assigned workday. If a teacher desires the paraeducator to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

5. 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 tests or class work, calculate student grades or record grades. Keys are NEVER to 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.**

6. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

7. Requisition of Equipment and Supplies

Books and supplies, which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

8. 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, and should timely respond to e-mails which require 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.

9. Teacher Mail Box

Each teacher will be assigned a mailbox located in the staff workrooms. 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 communicate regarding school business.

10. Teachers Meetings

Elementary and Secondary Teacher's meetings will be called and scheduled as needed. **ALL** teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements, with the building principal.

11. Classroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Staff members may not hang posters, flags, banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruprtion to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classoom should consult with their building principal in a proactive manner.

Section 7 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.

1. 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 with touching students. Use of corporal punishment is prohibited at Malcolm Public School. 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. You should not use profanity or abusive language. 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.

2. 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.
3. 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 devise (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.

4. 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.
5. Contact the Office for Assistance
   - The office administration should be contacted 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.); if office personnel can not be immediately located, call 911, if the problem appears to be of immediate and serious concern
     --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)
6. Student Searches
   - Office administration should also be contacted before performing searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow 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.
7. 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 should 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.

Section 8 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. Every staff member is responsible for **all students** in the hallways, in the rest rooms, 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.

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 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 and teacher's stories are different. Be prepared to provide documentation.
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, which 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.

Section 9 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, or nurse 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 health professional during school hours, it is the responsibility of the parents or guardians to follow the proper procedures set out in the Student-Parent Handbook. 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.

Section 10 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 or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

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.

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School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period."

Article 5 – PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Professional Ethics Standards

The Malcolm Public School expects its certificated 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, which certificated employees, are expected to adhere to include those set forth below. References to "educator" shall include all certificated 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 sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

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 which 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.

Section 2 Evaluations
Evaluations of teachers will be conducted in accordance with the District's evaluation policy with an evaluation instrument that has been approved by the Board of Education. As a minimum each formal observation will consist of a pre-conference, classroom visitation for the entire period, and post-visitation conference. Each probationary teacher will receive a minimum of one formal observation each semester; tenured teachers will receive one formal observation each year. Supervisors may observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Evaluation results will be filed in each teacher's confidential file, with the teacher having the right to append a narrative response or rebuttal to said evaluation. Deficiencies when specified will be accompanied by recommendations for improvement and time-lines for implementation. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

The district's administrators will conduct the formal teacher evaluation process and, in special circumstances, utilize the assistance of mutually agreed upon peers. District administrators will possess valid Nebraska Administrative Certificates and will review annually with the Superintendent the districts evaluation policies, procedures and evaluation instruments. The certificated personnel will receive a copy of the districts appraisal program at the beginning of each school year.

Section 3 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.

Section 4 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 polices, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

Section 5 Professional Attire

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is 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. The administration may establish more detailed guidelines for individual teachers should that be necessary.

Section 6 Private Tutoring

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) during the regular school year 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 services 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.

Section 7 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.

Section 8 Professional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).

- Engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children. Employees shall not friend or follow students on any social networking site.

- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.

- Making any sexual advance - verbal, written, or physical - towards a student.

- Showing sexually inappropriate materials or objects to a student.

- Discussing with a student sexual topics that are not related to a specific curriculum.

- Telling sexual jokes to a student.

- Invading a student's physical privacy (e.g., walking in on the student in a restroom).

- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.

- Being overly "touchy" with a specific student.

- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.

- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.

- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.

- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.

- Going to the student's home when the student's parent or a proper chaperone is not present.

- Giving gifts of a personal nature to a specific student.

- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.

- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.

- "Grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. A staff member seeking an exception must receive advance approval from his or her administrator. If a staff member is unable to communicate with an administrator in advance (such as in the event of an emergency), the staff

member must notify the administrator as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects a District employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Superintendent as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Article 6 – ACADEMIC MATTERS

Section 1 Purpose and Goals of Academic Achievement

The Malcolm Public School Board of Education is committed to providing a quality education for all Malcolm School 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.

Section 2 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 to be presented to students within the curriculum adopted by the District.

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 ("special education students"), students with other disabilities, which 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.

Section 3 Instruction in the Curriculum

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.

Section 4 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 quarter 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 MUST BE RECORDED FOR ALL CURRICULAR AREAS.

Recording Grades. Each teacher shall record grades in the Daily Class Record. A sufficient number of grades must be recorded in the grade book to justify all quarter and 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.

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

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in the Malcolm Public Schools are as follows:

Malcolm Public Schools will use the letter grading system as follows in grades 3 -12:
Malcolm Elementary School (grades K –3) uses a variety of benchmark assessments that are transferred to individual grade cards that are established for each grade level.

A	4.0	93 - 100
B+	3.5	89 - 92
B	3.0	85 – 88
C+	2.5	81 – 84
C	2.0	77 – 80
D+	1.5	73 – 76
D	1.0	69 – 72
F	0.0	- 68

I	Incomplete	
P	Passing	
F	Failing	
WP	Withdrew Passing	
WF	Withdrew Failing	

Each teacher should define for students the specific grading procedures to be used in their classes.

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

1. No other grade scales are to 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.

Reconsideration of Grades/Marks
Questions raised concerning duly assigned grades will be resolved cooperatively in a conference, which 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.

Reduced Credit. Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced class credit must be pre-approved by the Building Principal.

Transfer Grades. A student transferring into the Malcolm Public School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. All transfer grades for credit must be approved by the Building Principal before final acceptance is granted.

Reports to Parents. Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

The class grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and 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 are not always 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-Quarter Progress Reports To Parents. Mid-quarter progress reports are prepared at or near the middle of the fifth and the fourteenth week of each semester. These reports will be mailed to all parents.

Section 5 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, semester Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. The Building Principal or Superintendent are the only individuals who may excuse a teacher from attendance at Parent-Teacher conferences.

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.

Section 6 Curriculum – State Assessments Expectations and Violations

1. State Assessments.

The Malcolm Public Schools Public School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments.

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both "standardized assessments" (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and "coursework assessments" (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.

   i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

   ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using "test banks." For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students

throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.

i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to "teach to the test" by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. "Cramming" assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.

ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.

ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.

iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.

d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.

e. Assistance During Assessments.

i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).

ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.

f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to the Nebraska Student-Centered Assessment System (NSCAS) Security Procedures and report breaches in security to Superintendent or the Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT

Section 1 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 school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.

2. 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.

3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.

5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

~~The Malcolm School 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.~~

Section 3 Smoke and Tobacco-Free Workplace

Malcolm Public Schools declares all of our schools grounds, buildings and transportation vehicles to be tobacco-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you (parents and students) attend school events, including athletic events, please remember that our buildings and outside athletic areas are smoke and tobacco-free please abide by our District's policy:

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Section 4 Weapon-Free Workplace

The District prohibits any person, with the exception of on-duty law enforcement, 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 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 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 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. The term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a staff member desires to carry or possess a personal safety or security device, the staff member must obtain prior approval from the building principal before bringing such device on school grounds. If a staff member obtains prior approval from the building principal, the staff member must store the device during the school day in a secure location designated by the building principal. A staff member shall not carry the personal safety or security device during the school day

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 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 teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 5 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 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, 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 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 teacher's Internet account and computer privileges, reprimand, suspension, or termination.

Section 6 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, 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.

Section 7 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.

Section 8 Use of Telephone

Personal telephone calls shall not be made during duty time except in the event of an emergency. Long distance calls on school telephones must be made from the office. You will need to promptly log long distance calls and be responsible for any charges, which are for personal use.

Section 9 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. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

Section 10 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 such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. 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. Any violation of this policy will be held to be willful insubordination.

Section 11 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 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.

Section 12 Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent, and approved by the Board of Education.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Policy 1102: Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent of the person or persons being recorded or whose image or sound is being transmitted. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Section 13 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.

Section 14 Copyright and Fair Use Policy

It is the school's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, 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 statue 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." Teachers should seek assistance from administration if there are any questions regarding what may be copied.

Section 15 Lost and Found

Teachers who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

Section 16 Safety

Safety Program and Safety Committee

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. 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.

The District also has a safety committee to address employee accidents, injuries and work place conditions. Representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact the Building Principal or Superintendent. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the Building Principal, (2) contact the President of the teachers association, or (3) contact the Safety Committee in care of 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 some art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Personal Vehicles

Teachers 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. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers 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. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

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.

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.

Article 8 – STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination:

Elimination of Discrimination.

The Malcolm Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Malcolm Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Ryan Terwilliger, Superintendent, 10004 NW 112th St., Malcolm, NE 68402 (402) 796-2151 (ryan.terwilliger@mps148.org).

Employees and Others: Ryan Terwilliger, Superintendent, 10004 NW 112th St., Malcolm, NE 68402 (402) 796-2151 (ryan.terwilliger@mps148.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov

Section 2 Designation of Coordinator(s):
Any person having inquiries concerning this 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: Malcolm Public Schools, 10004 NW 112th, Malcolm, NE 68402, (402) 796-2151.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	~~Superintendent~~Elementary 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

Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.

1. Purpose:
The Malcolm Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

a. Name-calling,
b. Teasing or taunting,
c. Insults, slurs, or derogatory names or remarks,
d. Demeaning jokes,
e. Inappropriate gestures,
f. Graffiti or inappropriate written or electronic material,
g. Visual displays, such as cartoons, posters, or electronic images,
h. Threats or intimidating or hostile conduct,
i. Physical acts of aggression, assault, or violence, or
j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

a. Unwelcome sexual advances or propositions,
b. Requests or pressure for sexual favors,
c. Comments about an individual’s body, sexual activity, or sexual attractiveness,
d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person’s will or where a person is incapable of giving consent due to the victim’s age, intellectual disability, or use of drugs or alcohol,
f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. 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 may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*All incidents determined to be "sex discrimination" will be investigated as a Title IX issue which is governed by Policy 1210, Community Relations, Title IX-Discrimination; and Policy 1220, Community Relations, Title IX Grievance Policy.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The

District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

a. Providing the parties with the opportunity to present witnesses and provide evidence.
b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

a. A summary of the facts,
b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination,

harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):
If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):
If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. <u>Confidentiality</u>:
The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

5. Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
j. Recommending changes to this policy and grievance procedure.
k. Performing other duties as assigned.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the

District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Anti-Bullying Policy:
One of the missions of the District is to provide a physically safe and emotionally secure environment for all students and staff. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by all students. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are to be encouraged in the educational program and are required of all staff.

Inappropriate behaviors (bullying, intimidation, and harassment) are to be identified and students and all staff are required to avoid such behaviors. Strategies and practices are to be implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors.

Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Dating Violence Policy:
Malcolm Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy "dating violence" means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. "Dating partner" means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District's authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

The administration will be responsible for ensuring that this dating violence policy is published in the school district's student-parent handbook or an equivalent such publication. Parents and legal guardians shall be

informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

Complaint and Grievance Procedures:
Employees or students should initially report all instances of discrimination, harassment or dating violence 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, harassment or dating violence continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Malcolm Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent of Malcolm Public Schools, the complaint may be processed to the Board of Education.

The Supervisor, Teacher, Principal or the Superintendent of Malcolm Public Schools 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 these policies.

~~Section 2~~Section 3 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973:

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities, which are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You

and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).

11. File a local grievance.

Section 4 Notification of Rights under FERPA:

The Family Educational Rights and Privacy Act (FERPA) afford parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or services for which they are responsible.

   Contractors, consultants and volunteers are permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

   The District forwards education records (may include academic, health and discipline records) to schools that have requested the records and in which the student seeks or intends to enroll, or where the student has already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education

400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

NOTICE CONCERNING DIRECTORY INFORMATION

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, name of parent (s) or legal guardian (s) and their relationship, address of student and parents or guardian, listed telephone, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information are as follows: two weeks from the time this information is first received. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student. The district may disclose information about former students without meeting the conditions in this section.

ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION

The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice, which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assists with the task of grading student work and returning graded work to students. The district does not either approve or disapprove such teaching practices, and designates such student work as directory information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the district in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Notice Concerning Designation of Law Enforcement Unit:

The District designates the Lancaster County Sheriff's Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Section 5 Notice Concerning Disclosure of Student Recruiting Information:

The No Child Left Behind Act of 2001 requires Malcolm Public Schools 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 Malcolm Public Schools 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 parental consent. Malcolm Public Schools will comply with any such request.

Section 6 Notice Concerning 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. Upon request, Malcolm Public Schools will give parents/guardians the following information about their child's classroom teacher:

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. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Malcolm Public School will give timely notice to you if your 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 Act.

Section 7 Student Privacy Protection Policy:

It is the policy of Malcolm Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties

Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive

The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

C. Right of Parents to Inspect Instructional Materials

Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: A Notification of and Right to Opt-Out of Specific Events.

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the

building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);

2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and

3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be sensitive for purposes of this policy:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or

7 Religious practices, affiliations, or beliefs of the students or the student's parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Section 8 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.

Section 9 Parental Involvement Policies:

A. Parental/Community Involvement in Schools

Lancaster County School District 55-0148, a/k/a Malcolm Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.

2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.

3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.

4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.

6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

7. As a general matter substantive decision-making processes will be left to the judgment to the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

Combined District and School Title I Parent and Family Engagement Policy

Malcolm Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.*

In General
The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.

- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.

- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.

- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Section 10 Homeless Students

Homeless Students

This School District will comply with the federal and state law related to homeless students.

A "homeless child" for purposes of this Policy is a child who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An "unaccompanied youth" is a child who is not in the physical custody of a parent or guardian.

1. Homeless Coordinator: The District's designated Homeless Coordinator is the Superintendent. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.

    a. Responsibilities. The responsibilities of the Homeless Coordinator are to assist with identification, enrollment, and placement of homeless children and to provide staff development activities to all school personnel regarding the educational rights and needs of homeless children and youth. The Homeless Coordinator shall ensure that:
        i. homeless children are identified by school personnel;
        ii. homeless children enroll in, and have a full and equal opportunity to succeed in school;
        iii. homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services;
        iv. the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
        v. public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens;
        vi. enrollment disputes are mediated in accordance with law; and
        vii. the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law.

    b. Coordination. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. Coordination activities with area shelters and other homeless service providers are to be established by the Homeless Coordinator.

    c. Financial. The Homeless Coordinator shall ensure that financial records are maintained to show expenditures are for authorized activities. Title I, Part A homeless set-aside funds are also to be used for services for homeless children. Materials and equipment purchased with grant funds are properly identified and inventoried.

    d. Program Activities. The Homeless Coordinator shall design program activities to meet the greatest need as determined by the District and homeless service providers.

    e. Documentation. The Homeless Coordinator shall document the number of homeless children and youth receiving services.

    f. Student Records. The Homeless Coordinator shall ensure that any record ordinarily kept related to students, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, are to be maintained so that the records of a homeless child are available,

in a timely fashion, when the child enters a new school or school district and in a manner consistent with the Federal Education Rights and Privacy Act.

g. Notice. The District shall annually inform school personnel, service providers, advocates working with homeless families, parents and guardians of homeless children and youths, and homeless children and youths of the duties of the Homeless Coordinator, and shall annually provide to NDE the identity of the District's Homeless Coordinator.

2. Enrollment and Placement of Homeless Children: The enrollment and placement of homeless children shall be in compliance with federal and state law.

a. Enrollment. A homeless child shall be immediately enrolled even if the child is unable to produce records normally required for enrollment. Lack of previous school records, immunization and medical records, birth certificate, or other documentation from the previous school will not delay the enrollment of a homeless child or youth. Guardianship issues, uniform or dress code requirements, and residency requirements will not be obstacles to delay or deny enrollment. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

b. Obtaining Records. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records.

c. Placement. Placement decisions for a homeless child shall be made according to the District's determination of the child's best interests.

i. The placement shall be at either:

1. The child's "school of origin," which is the school that the child attended when permanently housed or the school in which the child was last enrolled; or
2. The school of the attendance area in which the child is actually living.

ii. If placed in the school of origin, the placement shall continue for the duration of the child's homelessness. If the child becomes permanently housed (no longer homeless) during the school year, the placement in the school of origin will be continued for the remainder of that school year.

iii. To the extent feasible the placement shall be in the school of origin except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian.

iv. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal.

v. The grade placement for the homeless child will be the appropriate grade level as determined by the building principal or designee using the same procedures that are used for placing non-homeless children attending that school.

3. Educational Services and Stigmatization or Segregation: It is the District's policy that homeless children not be stigmatized or segregated on the basis of their status as homeless. Homeless children will be provided the same free, appropriate public education as other students. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless child has been placed, including the following: transportation services, educational services for which the student meets the eligibility criteria, such as services provided under Title I, educational programs for children with disabilities, and educational programs for students with limited English proficiency, programs in vocational and technical education, programs for gifted and talented students, and school nutrition programs.

4. Transportation: Transportation will be provided to homeless students to the extent required by law.
    a. Comparable Service. Transportation will be provided to a homeless student comparable to that provided to students who are not homeless.
    b. School of Origin. When the homeless student attends the school of origin, transportation will be provided to and from the school of origin upon request of the parent or guardian of the homeless child, or upon request of the Homeless Coordinator in the case of an unaccompanied youth. If the homeless child relocates out of the District but continues to be enrolled in this School District based on it being the school of origin, this School District will negotiate with the school district in which the child is residing to develop a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If agreement is not reached, the responsibility and cost for transportation shall be shared equally.
    c. Eliminate Barriers. Transportation will be provided when necessary to eliminate barriers to school enrollment and the retention of students experiencing homelessness.

5. Dispute Resolution Process. The process to resolve disputes concerning the enrollment or placement of a child or youth experiencing homelessness is as follows:
    a. The child and the parent, guardian or other person having legal or actual charge or control of the child shall be referred to the Homeless Coordinator. The Homeless Coordinator shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute within not less than thirty (30) calendar days. The dispute resolution process is as follows:
        i. The child or parent/guardian will notify the Homeless Coordinator. The District's Dispute Resolution Form shall be used if such is available.
        ii. When it is determined that additional information would be helpful, the Homeless Coordinator will schedule a meeting within 10 days, or such time as practicable, at which the child and parent/guardian will be given the opportunity to provide information in support of their position.
        iii. The Homeless Coordinator will contact school officials and others as determined appropriate to obtain information to corroborate the information provided in support of the positions of the child and parent/guardian and the District.
        iv. The Homeless Coordinator will provide a written response and explanation of a decision regarding the dispute within 30 calendar days after receiving the dispute statement.
        v. The written response and explanation of the decision will include a notice of the right to appeal using the appeal process provided for in the Nebraska Department of Education Rule 19.
    b. . In the case of an unaccompanied youth, the District liaison will ensure that the youth is enrolled immediately in the school in which enrollment is sought pending resolution of the dispute;

c. The District will ensure the immediate enrollment of the child in the school in which enrollment is sought pending resolution of the dispute; and
d. The District's written response will include a notice of the right to appeal as provided in Nebraska Department of Education Rule 19, Section 005.03.

6. Right to Appeal.

a. Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth or an unaccompanied youth that is dissatisfied with the decision of the District after the dispute resolution process may file a written appeal with the Nebraska Commissioner of Education within thirty (30) calendar days of receipt of the decision. Refer to NDE, Rule 19, Section 005.03 for further details.
b. A party may appeal the decision of the Commissioner or designee by filing a Petition with the State Board of Education within thirty (30) calendar days of the receipt of the decision. Refer to NDE, Rule 19, Section 005.03C for further details.

Section 11. Breakfast and Lunch Programs:

1. The Malcolm Public School District will not deny any student a meal who has forgotten his/her lunch money and needs to ask for meals on credit, until a student has requested three credit meals during the year. School personnel will maintain a list of students who requested credit meals during the school year, along with the number of occurrences for each student. One written notice will be given to the student and the parent prior to denial of a meal. Once a parent receives the above written notice, the student will be expected to either bring lunch or pay for lunch before eating.

2. Regular lunch prices will be reviewed annually and calculated to provide nutritious, balanced meals at a reasonable cost, said cost to cover program operation and sufficient cash reserves.

3. It is the school district's intent to maintain a closed campus during the lunch period.

4. The US Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment based on the bases of race (including skin color, hair texture and protective hairstyles), color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all program and/or employment activities.)

   If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at: http:ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at US Department of Agriculture, Director, Office of Adjudication, 1400 Independence Ave, SW, Washington, DC 20250-9410, by fax (202)690-7442 or email at: program.intake@usda.gov.

   Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

   USDA is an equal opportunity provider and employer.

RECEIPT OF 23rd EDITION OF THE MALCOLM PUBLIC SCHOOLS FACULTY HANDBOOK

This signed receipt acknowledges receipt of the 23rd Edition of the Faculty Handbook of Malcolm Public School District # 148. This receipt acknowledges the handbook is available on the school website: www.malcolmschools.org, that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that 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. I understand that a printed copy is available by request from the District Office.

Date:_____

_____
Teacher's Signature

Return to:

Ryan Terwilliger, Superintendent
Malcolm Public Schools,
10004 NW 112th
Malcolm, NE 68402

4009 - APPENDIX 1

CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING: FEDERAL REGULATIONS, MALCOLM PUBLIC SCHOOL'S COMPLIANCE POLICIES AND PROCEDURES, AND EDUCATIONAL MATERIALS

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, Malcolm Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) **The persons designated by Malcolm Public Schools to answer employee questions about these materials are**:

Superintendent of Schools
Secondary Principal

(B) **The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are**:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) **The term "safety-sensitive functions" means**:

(1) All time waiting to be dispatched, unless the driver has been relieved from duty;

(2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds

GVWR or designed to carry 16 or more passengers, including the driver) at any time;

(3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);

(4) All time, other than driving time, in or upon any commercial motor vehicle;

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

(6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;

(7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) **Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes**:

1. **Alcohol concentration**.
   No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession**.
   No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use**.
   No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use**.
   No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident**.
   No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test**.
   No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use**.
   No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test**.
   No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) **The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include**:

1. **Pre-employment testing**.

Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. **Post-accident testing**.

(a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.

(b) (1) *Alcohol tests*. Shall be administered within two hours following the accident unless such can not reasonably be done, and not more than eight hours following the accident.

(2) *Controlled substance tests*. Shall be administered within 32 hours following the accident.

(c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing**.

(a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.

(b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

(c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing**.

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing**.

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing**.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) **The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include**:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) **An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations**.

(H) **A "refusal to submit" to an alcohol or controlled substance test includes**:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) **The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include**:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

(i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and

(ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) **The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include**: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) **Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected**: Information will be made available by the counselor to employees.

(L) The requirement that the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

(i) A verified positive, adulterated, or substituted drug test result;

(ii) An alcohol confirmation test with a concentration of 0.04 or higher;

(iii) A refusal to submit to any test required by law;

(iv) An employer's report of actual knowledge of:

(A) On duty alcohol use;

(B) Pre-duty alcohol use;

(C) Alcohol use following an accident; and

(D) Controlled substance use;

(v) A substance abuse professional report of the successful completion of the return-to-duty process;

(vi) A negative return-to-duty test; and

(vii) An employer's report of completion of follow-up testing.

Legal Reference: 49 CFR §382.601(b)(12).

MALCOLM PUBLIC SCHOOLS
STUDENT-PARENT HANDBOOK
2025-2026

The changes that are being proposed have been left on the document (additions and deletions) for your consideration. Therefore, the Table of Contents will be adjusted after the Board approves the handbook.

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Malcolm Public Schools Student-Parent Handbook

Foreword

Section 1 **Intent of Handbook**:

This handbook is intended for used by students, parents and staff as a guide to the rules, regulations, and general information about Malcolm Public Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be "all-encompassing" as to cover every situation and circumstance that may arise during any school day, or school year. A more comprehensive look at our rules and regulations can be found in our Board Policies. This handbook has a handful of policies referenced (in yellow), but the complete policies are found on the Malcolm Public Schools Website→Board of Education→Board Policies.

This handbook does not create a "contract." The administration reserves the right to make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Section 2 **Members of the Board of Education:**

Name	Contact Information
Tony Nutter—President	tony.nutter@mps148.org **402-326-0163**
Amy Spellman—Vice President	amy.spellman@mps148.org **402-890-2969**
Tera Heidtbrink—Secretary	tera.heidtbrink@mps148.org **402-540-8618**
Lucas Mitchell —Treasurer	lucas.mitchell@mps148.org **402-239-8666**
Bill England—Vice President	bill.england@mps148.org **402-432-9007**
Ed Swotek	ed.swotek@mps148.org **402-937-3783**

Section 3 **Administrators:**

Name	Position
Ryan Terwilliger	Superintendent
Amber Dolliver	Elementary Principal
Simon Wiedel	7-12 Principal
Troy Pritchett	Information Systems and Technology Administrator
Jon Squier	Student Services Director
Dallas Sweet	Assistant Principal/Activities Director

Section 4 **Teaching Staff:**

First Name	Last Name	Department	Grades
Scott	Amen	Elementary	5
Kip	Arnold	Business/Computer	7 – 12
Beth	Beach	Elementary	4
Michael	Beach	Vocal music	K – 12
Wendy	Beatty	Elementary	2
Ashley	Behrends	Speech Pathologist	K – 12
Kayla	Benes	Special Education	7 – 12
Haley	Blecha	Special Education	6 -- 8
Matt	Coufal	Physical Education	7 – 12
Becky	Densberger	Elementary	5
Jeff	Donahue	Language Arts	9 – 12
Andrew	Edwards	Foreign Language	9 – 12
Chad	Eichenberger	Mathematics	9 – 12
Kelly	Frank	School Counselor	7 – 12
Coleman	Gore	Science	7 – 12
Lori	Haun	Language Arts	6 -- 8
Katie	Hill	Mathematics	7 – 12
Jonathan	Hunt	Social Studies	9 – 12
Rachel	Kocak	Social Studies	6 -- 8
Stacy	Kopecky	Elementary	4
Morgan	Kramer	Elementary	3
Heather	Ladman	Art	K-6
Morgan	Lemkau	Elementary	1
Chris	Lewandowski	Social Studies	9 – 12
Deborah	Lewis	Elementary	2
Amanda	Loos	Special Education	K-2
Colbey	Luebbe	Industrial Technology	7 – 12
Devon	Luebbe	Pre-Kindergarten	Pre-K
Ryan	Marsh	Instrumental music	5 – 12
Ann	Martin	Art	7 – 12
Tamra	Maytum	Language Arts	6 -- 8
Shelly	Monnier	Elementary	1
Wayne	Moore	Business Ed/Computer	9 – 12
Heather	Osborn	Library	K – 12
Brittni	Peltz	Reading and Title	K – 12
Jessi	Potter	Elementary	K
Brock	Rezny	Elementary	4-8 Math-Sci
Jeana	Scholz	Elementary	3
Patricia	Schumacher	Special Education	K - 8
Dustin	Tobey	Physical Education	K – 12
Maddie	Von Seggern	FCS	6 – 12
Tonya (Brie)	Walklin	Language Arts	9 – 12
Kim	Watson	Science	9 – 12
Jessica	Wehner	School Counselor	PK-6
Zach	Wehner	Elementary	2 – 8 Math
Cindy	Welsh	Elementary	K
Dayna	Wyatt	Elementary	Math/Tech

Section 5 **Support Staff:**

First Name	Last Name	Building	Position
Julia	Lostroh	District Office	Business Manager
Wendy	Powers	District Office	District Adm. Assistant
Ann	Kramer	Jr./Sr. High	7-12 Exec. Asst.
Michelle	Glause	Jr./Sr. High	7-12 Adm. Asst.
Audrey	Mohr	Elementary	PK-6 Admin. Asst.
Jillian	Cosgrove	PK-12	Nurse
Staci	Bixenmann	PK – 6	PK Para Educator
Samantha	Beman	PK – 6	Para Educator
Jessica	Andrews	PK-12	Para Educator
Rebekah	Ferguson	PK-12	Para Educator
Mary	Gueret	PK-12	Para Educator
Kristi	Gustafson	PK-12	Para Educator
Linda	Leichner	PK-12	PK Para Educator
Kristie	Minzel	PK-12	Para Educator
Treasa	Wattier	PK-12	Para Educator
Jennifer	Witzel	PK-12	Para Educator
Julie	Pierce	PK-12	Para Educator
Karla	Parker	PK-12	PK Para Educator
Tracy	Plautz	Elementary	PK-6 Exec. Asst.
Sandra	Ratzlaff	PK-12	Library Media Aide
Connie	Galliher	PK-12	Para, Bus Driver, Cust.
Danielle	Broughton	PK-12	Food Service Manager
Alexis	Saltzman	PK-12	Cook
Charlene	Kolodziejski	PK-12	Cook
Crystal	Stohlman	PK-12	Cook
Nicole	Pekarek	PK-12	Cook
Jared	Ritze	PK-12	Assistant Tech Director
Doug	Savicky	PK-12	Head of Maintenance
John	Johnson	PK-12	Maint./Cust. Specialist
Shelby	Sidel	PK-12	Custodian
Arlon	Busch	PK-12	Custodian
Quade	Swanson	PK-12	Custodian
Wendy	Tibbetts	PK-12	Custodian
Vicki	Phillips	PK-12	Custodian
Danis	Willet	PK-12	Bus Driver
Matt	Wisnieski	PK-12	Bus Driver
Luke	French	PK-12	Bus Driver
Randy	Strauss	PK-12	Bus Driver
Charlotte	Whisenhunt	PK-12	Bus Driver

Article 1 – General Overview

Section 1 **Mission and Vision:**

School Mission Statement:
In partnership with our community, we will provide an educational experience that maximizes the potential of each student to become a productive and responsible citizen.

School Vision Statement:
We strive to become the most admired school district in Nebraska

Section 2 **Target Areas and Goals:**

Target Areas

- Reading and Writing
  Goal: All students will improve skills in reading comprehension and written communication.
- Mathematics
  Goal: All students will improve skills in mathematics.
- Curriculum
  Goal: Create, Revise, Update, and Keep Current Curriculum Maps for all Subject Areas.

Section 3 **Governing Values and Objectives:**

The governing values of the Malcolm Public Schools are:

- Students are our first priority.
- Each student is unique and has infinite value.
- Education is dynamic and evolving.
- A positive learning environment enhances learning.
- High expectations promote higher achievement.
- Honesty and integrity are essential to building trust.
- Individuals are responsible for their own actions.
- Our school is accountable to the community
- Education is the shared responsibility of the individual, family, school and community
- Excellence is worth the investment.

The objective of the Malcolm Public Schools is to:

- Provide an academic environment that is relevant, rigorous, and research-based;
- Nurture open, transparent, frequent, and substantive channels of two-way communication with stakeholders;
- Positively engage the Malcolm community;
- Provide a learning environment that is safe, welcoming, progressive, challenging, adaptive and encouraging.

Section 4 **Mutual Respect**:

The Malcolm Public Schools expects every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of the student will not be tolerated.

Section 5 **Multicultural Policy:**

6370—Multicultural Education

Multicultural education is the identification, selection and infusion of specific knowledge, skills and attitudes for the purpose of:

- Affirming the culture, history and contributions that shall include but not be limited to African Americans, Asian Americans, Hispanic Americans and Native Americans;
- Challenging and eliminating racism, prejudice, bigotry, discrimination and stereotyping based on race;
- Valuing multiple cultural perspectives; and
- Providing all students with opportunities to "see themselves" in the educational environment in positive ways and on a continuing basis.

To promote and support multicultural education within Malcolm Public Schools, it shall be the policy and practice of this district to create opportunities for all students to achieve academically and socially in an educational environment where all students and staff understand and respect the racial and cultural diversity, and interdependence of members of our society.

Section 6 **Character Education:**

To promote and support character education within the Malcolm Public Schools, it shall be the practice of this district to give special emphasis to common honesty, morality, courtesy, obedience to law, respect for the national flag, the United States Constitution, and the Constitution of Nebraska, respect for parents and the home, the dignity and necessity of honest labor and other lessons of steadying influence which tend to promote and develop an upright and desirable citizenry. The seven pillars of character will be used as a base for character education. Those seven pillars are respect, fairness, citizenship, trustworthiness, caring, responsibility, and decision-making,

Section 7 **Complaint Procedures:**

The proper procedures for a parent or student to make complaints or raise concerns about school staff or the school programs or activities are set forth below. Other procedures exist to address discrimination or harassment, the bullying of students, and to challenge disciplinary actions, and such other procedures should be used to address those types of concerns.

1. Complaint procedure:
   - Step 1. Have a scheduled conference with the staff person involved in the complaint matter.
   - Step 2. Appeal to the Principal if the matter is not resolved at Step 1.
   - Step 3. Appeal to the Superintendent if the matter is still unresolved at Step 2.
   - Step 4. Appeal to the Board of Education if the matter is still unresolved at Step 3.
     Written appeal should be made within five (5) days of the Superintendent's decision.

2. Conditions Applicable to All Levels of Complaint Procedure:
   All information to be considered at each appeal step should be placed in writing in order to be most effective. Appeal decisions shall be expedited as quickly as possible. A decision at any level should be rendered within ten (10) calendar days, unless a legal hearing is requested or required.

Section 8 **The Clipper:**

The 'CLIPPER' is a biweekly newsletter that is written by the personnel of the Malcolm School District and mailed to every home in the district. The goal of the 'CLIPPER' is to build strong communication between the home and the school. This service communicates information about events and activities to the home; plus, it communicates positive achievements of out students and teachers. All items of publication should be phoned or e-mailed to the superintendent's office before noon on Tuesday of the week that precedes the event or activity.

Article 2 - School Day

Section 1 **Daily Schedule:**

Daily Schedule (K-5)

7:50	Doors open		
8:10 - 9:00	1st period	11:38 - 12:56	5th period
9:02 - 9:52	2nd period	12:58 - 1:48	6th period
9:54 - 10:44	3rd period	1:50 - 2:40	7th period
10:46 - 11:36	4th period	2:42 - 3:30	8th period

Daily Schedule (6-12)

7:50	Doors open		
8:00 - 8:47	1st period	11:23 - 12:45	5th period
8:47 - 8:54	Breakfast	12:47 - 1:34	6th period
8:56 - 9:43	2nd period	1:34 – 1:54	Studyhall
9:45 - 10:32	3rd period	1:56 - 2:43	7th period
10:34 - 11:21	4th period	2:45 - 3:32	8th period

12:27 Shortened Schedule (K-5)

7:50	Doors open		
8:10 - 8:40	1st period	10:18 - 10:48	5th period
8:42 - 9:12	2nd period	10:50 - 11:20	6th period
9:14 - 9:44	3rd period	11:22 - 11:52	7th period
9:46 - 10:16	4th period	11:54 - 12:27	8th period

12:27 Shortened Schedule (6-12)

7:50	Doors open		
8:00 - 8:30	1st period	10:18 - 10:48	5th period
8:30 - 8:40	Breakfast	10:50 - 11:20	6th period
8:42 - 9:12	2nd period	11:22 - 11:52	7th period
9:14 - 9:44	3rd period	11:54 - 12:27	8th period
9:46 - 10:16	4th period		

Section 2 **School Closings:**

Severe Weather and School Cancellations

The Superintendent of schools 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 this information regularly.

Decision to Close School

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 to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if 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 services may be cancelled (bus transportation, kindergarten, student activities). Announcements about Nebraska school closings are included in Lincoln radio and television broadcasts. Students and parents will want to pay special attention to which public school districts are being closed. **In addition, MPS will update the website accordingly, and send an automated message to all of the families via phone, text, social media and/or email**.

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 to parents. **If school is closed during the day, the notice will be given to the media for broadcasting, as well as updates on our website and automated messages to all of the families via phone, text, social media and/or email**. Parents should have a plan in place to accommodate these circumstances.

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. The absence will be treated 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, 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.

What Not To Do:
Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning**—students and staff members practice tornado safety procedures regularly. In addition, parents are urged not to call radio and television stations and school buildings during severe weather—every effort will be made to provide accurate and timely information through the media.

Emergency Conditions: Malcolm Public Schools has a list of emergency protocols, when activated, includes the necessity 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 Critical Incident Response.

Article 3 - Building and Grounds

Section 1 Entering and Leaving the Building:

Beginning of School: Students should not be on school grounds prior to 7:45 a.m. During fair weather conditions the first bell will ring at 7:50 a.m. allowing students in grades 6-12 to enter the building and to proceed to their lockers and classrooms. Students in grades K – 5 will be held outside, or in the gym, until it is time to go to class. During bad weather, the entrance will be open by 7:45 a.m. for students to enter the building. Students are to stay in the public commons or gym and are not to go to any other part of the building without permission.

During the School Day: Students are to remain on campus unless excused, in accordance with school policies. Upon returning to school during the day, students are to report to the school office.

End of School: Our regular school day ends at 3:32 p.m. Make-up work, special help, assignments after school, club meetings, and other school activities begin at 3:40 p.m. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.

Section 2 **Visitors:**

All visitors, whether using the south (PK-6) or west (7-12) entrance to the facility, must report to the respective building's main office upon entry so they can sign in and receive a visitor's pass—parents are welcome at all times. Please sign in/out at the office upon entering/exiting the south (PK-6) or west (7-12) entrance to the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administrators.

Section 3 **Tobacco-Free Environment:**

1120—Tobacco

Malcolm Public Schools declares all of our schools' grounds, buildings and transportation vehicles to be tobacco-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you (parents and students) attend school events, including athletic events, please remember that our buildings and outside athletic areas are smoke and tobacco-free please abide by our district's policy:

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Section 4 **Care of School Property:**

5416--Student Fees

1. Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school.
2. Students, who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

Fines are determined on books according to the following criteria:

Lost Book:	Replacement cost
Missing one or both covers:	Same as lost book
Loose Cover:	$20.00
Missing Page:	50 cents per page (up to replacement cost)
Torn Page:	20 cents per page (up to replacement cost)
Marks that cannot be erased:	20 cents per mark (up to replacement cost)

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school publications and final grades.

Section 5 **Lockers (6-12):**

Each student will be assigned a locker. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker be locked with a combination lock. Students are expected to keep all books, etc., in their assigned locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

Section 6 **Searches of Lockers and Other Types of Searches:**

5406--Search and Seizures

Search and Seizures

When it is determined, based on searches, that a person has violated a Board policy, administrative regulation, building rule, student conduct rule, personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made. Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted at the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted at the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or

participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.

5. School officials may 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.
6. Searches of the District's computer system may be conducted at the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.

2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Section 7 **Video Surveillance:**

3231--Video Surveillance and Search

The Board of Education has authorized the use of video cameras on school district property to help support the health, welfare and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment. The Superintendent may determine appropriate locations for video cameras to be used.

Notice is hereby given that video surveillance may occur on district property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Section 8 **Use of Telephone**

Students will be allowed to use the phone in the office when needed. However, the phone should not be used during class time unless it is an emergency. Use of the phone is not an excuse to be tardy to class.

Section 9 **Bicycles**

Bicycles must be parked in the racks provided. All bicycles should be equipped with locks and licenses. The school is not responsible for damage or theft of parts while bicycles are on school property.

Section 10 **Student Valuables**

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary and safekeeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft, or damage.

Section 11 **Lost and Found**

Students who find lost articles are asked to take them to the office, where the owner can claim the articles. If articles are lost at school, report that loss to office personnel.

Section 12 **Accidents**

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.

Section 13 **Laboratory Safety Glasses**

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.

Section 14 **Insurance**

Under Nebraska law, the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The District does not make recommendations, nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

Section 15 **Bulletins and Announcements**

1110--Bulletin Boards

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. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after an event.

Section 16 **Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students 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 statue 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.

Article 4 – Attendance

Section 1 Attendance Policy

5008—Attendance

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. Students and parents are responsible for developing behaviors, which will result in regular and punctual student attendance. The District is required to maintain an accurate record of student attendance.

Student are expected to be in class, on time, every day, every period, unless the office is notified by the parent/guardian that the student will be absent from school. Tardies and excessive absences affect student achievement. On the day of an absence, the parent/guardian is to call the School Office. This number is operational 24 hours 7 days a week. If the school has not been notified as to the reason why a student was absent within two school days, the absence is considered a truancy. Tardies and excessive absences may result in the following consequences: detention, parent/guardian conferences, in-school suspension/out of school suspension, district office referral and county attorney referral. Students involved in extra-curricular activities are expected to attend all scheduled class periods in order to participate in a practice or contest that day. Exception: medical appointments, school/activity business, and prearranged approved absences.

LEAVING SCHOOL & RETURNING TO SCHOOL DURING THE DAY – Students needing to check out of school (doctor, dental, etc.) during the school day should:

- Always have permission from the office in order to leave school for any reason.
- Have the parent/guardian call the Attendance Office or bring a written note to the office before going to their first class.
- In emergencies, come to the Office to make arrangements.
- Return signed appointment slips to the Attendance Office.
- Anytime students return during the school day, they should check in at the Office before going to class.

HOMEWORK REQUESTS – For pre-arranged absences students must contact their teachers for assignments. Teachers may require work to be completed before the absence. Parent/guardians can request homework through the main office when a student will miss two or more days due to illness. Homework can be collected from the office after 3:00 p.m. the following day. Parents/guardians may contact teachers through email on their own if they prefer.

Article 5 - Scholastic Achievement

Section 1 **Grading System**

5204—Grading

Malcolm Public Schools will use the letter grading system as follows in grades 3 - 12:

A	4.0	93 - 100
B+	3.5	89 - 92
B	3.0	85 – 88
C+	2.5	81 – 84
C	2.0	77 – 80
D+	1.5	73 – 76
D	1.0	69 – 72
F	0.0	- 68

I	Incomplete	
P	Passing	
F	Failing	
WP	Withdrew Passing	
WF	Withdrew Failing	

Each teacher should define for students the grading procedures to be used in their classes.

Section 2 **Graduation Requirements (9-12)**

5205--Graduation

The Malcolm Board of Education has established a minimum of 240 hours of credit necessary for graduation. These credits shall include:

Content Area	Required Courses	Credit Hours Required
Language Arts	English 9, 10, 11, 12	**40**
Mathematics	Algebra I	**30**
Science	Biology	**30**
Social Science	American Government American History Economics	**30**
Career & Technical Education	Business Communications Any computer literacy course *And any other Family & Consumer Science, Computer/Business, or Industrial Technology courses*	**30**
Fine Arts	Any fine arts courses	**10**
Foreign Language	Any language course	**5**
Health	Health	**5**
Personal Finance	Personal Finance	**5**
Physical Education	Any physical education courses	**10**
Electives		**45**
TOTAL		**240**

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy, and complete and submit a Free Application for Federal Student Aid prior to graduation (unless the required opt-out form is completed) prior to graduation.

Any student that intends to participate in graduation exercises must be within 10 hours of completing the prescribed program.

If a student is not meeting the requirements set forth by the Board, the following procedures will be in place to assist students in meeting the requirements:

1. Extra time during school year before and after school.
2. On-line distance learning may be available for a fee, which may complete deficiencies during the school year or possibly summer break.
3. Summer school may be available somewhere for a fee, which may complete deficiencies.

All students must have eight semesters of attendance in specific, required or elective high school classes.

The eight semester attendance requirement may upon appeal to the Board, be waived by the Board for those students who:

1. Have met all the graduation required course-work and who wish to purse higher levels of education during the second semester of the senior year; or
2. Students who have completed all course-work, have registered for fall entry into post-high school education and can show cause that full time employment has been secured to gain finances for post-high school educations costs.

7th and 8th grade promotion requirements

A student in junior high must receive a passing grade in a minimum of 69% of the classes listed below during their 7th and 8th grade years. Also, a student must pass at least one semester of each of those classes during any given school year to be considered for promotion.

Language Arts
Mathematics
Reading
Science
Social Studies

In addition, a student in junior high school must receive a passing grade in a minimum of 69% of the classes listed below during their 7th and 8th grade school years to be considered for promotion.

Art
Career Education
Computer
Family & Consumer Science
Foreign Language
Industrial Technology
Instrumental Music
Vocal Music
Physical Education
Speech

If a student does not meet these requirements during their 7th and 8th grade school years, the following procedures will be in place to assist the student in meeting the requirements:

1. Extra time during school year before and after school.
2. On-line distance learning may be available for a fee, which may complete deficiencies during the school year or possibly summer break.
3. Summer school may be available somewhere, for a fee, which may complete deficiencies.

Section 3 Promotion, Retention (K-6)

5201--Promotion & Retention

The professional staff at Malcolm Public Schools will place students at the grade level and in the courses best suited to them academically, socially and emotionally.

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Section 4 Schedule Changes (7-12)

Students needing schedule changes should notify the Principal or guidance counselor. The teachers involved, the Principal or guidance counselor, and students' parents must initiate schedule changes. The Principal or guidance counselor will make final approval of all schedule changes only.

Section 5 Drop and Add or Withdrawal from class (7-12)

A student may not drop or add a class after the first week of a semester. The Principal or guidance counselor may place a student in another class that best meet the needs of the student after the first week.

A student may withdraw from a class only with the permission of the teacher, Principal and parent(s) or guardian(s) and if there is an available study hall.

Section 6 Achievement Reports (7-12)

Various supplemental reports may be sent to parents throughout the school year concerning their student's performance. These reports may describe student work of an exceptional nature or work that needs improving. These reports will be sent as the teacher determines. On a quarterly basis, all grades will be to date if the parents

choose to view them online. If low classroom performance continues, an achievement report will be mailed home as needed.

Included in the academic improvement report will be a request from the teacher for parents to contact the teacher by phone to discuss the student's academic achievement. Teachers will arrange with the parents for days when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

Section 7 Report Cards

Report cards are issued at the end of each quarter, or nine-week sessions for K-6. For 7-12, parents can access student grades through Go-Edustar. No hard-copy report cards will be issued unless requested by the parents. Letter grades are used to designate a student's progress. An "I" shall designate Incompletes. Students have two weeks after the end of the quarter or semester to make up incomplete work. No incompletes will be given at the end of the fourth quarter, as all course work must be completed by the end of the fourth quarter.

Section 8 Homework

Kindergarten – 6th grade

Kindergarten through second grade homework will be limited. Third through sixth grade homework will be limited to Monday through Thursday, unless a student fails to take advantage of the designated study times during school hours. Homework is a study skill and the school encourages the development of this skill by periodically assigning homework.

7th – 12th grade

Teachers may assign work to the students that cannot be completed during the regular class period. It is the student's responsibility to make sure that this class work is completed by the assigned time. Failure to complete classroom assignments may result in a failing grade. Unless prior arrangements have made, no work will be accepted after it is due.

Section 9 Schoolwork during nonacademic time (K-6)

The school believes that recess is an important part of the students' day. It is somewhat like the 'break' given to an employee to refresh and renew them for the task ahead. In many ways, the recess is a necessity rather than a privilege. However, it may be necessary, if all else fails to require a student to occasionally stay in during recess to work on assignments. This is not to exceed one recess per day for making up assignments. If a student falls behind to a point where working during an occasional recess and/or working at home will not get them caught up, then they will be required to spend time before or after school working on the late assignments. Transportation arrangements should be made in advance with the classroom teacher.

Section 10 Parent-Teacher Conferences

Parent-teacher conferences will be held during the 1st and 2nd semesters. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with one or more teachers as needed.

Section 11 Honor Roll, Academic Letter and Academic Improvement (7-12)

Honor roll

The purpose of the honor roll is to recognize those students who demonstrate academic excellence. Honor rolls will be determined for 1st and 2nd semester. Students that meet the following criteria will be recognized:

i) Students who carry a minimum of twenty (20) hours of academic courses;
ii) Students with a minimum grade point average (GPA) of 3.5 for the semester;
iii) Students with a C- or incompletes will automatically be eliminated from consideration
iv) Honor roll lists are published in CLIPPER each semester.

The following subject areas are not used when calculating honor roll or academic improvement: art, instrumental music, physical education, speech, and vocal music.

Academic Letter

Those 9 – 12 students who are on the honor roll for both semesters during a school year will earn and 'M' Letter for academics.

Academic Improvement

Students who do not qualify for the honor roll will be presented the academic improvement award if they raise their semester grade point average (GPA) and have a passing grade in all other courses during the semester.

Section 12 National Honor Society (10-12)

The National Honor Society chapter of Malcolm High School is a duly chartered and affiliated chapter of this prestigious national organization.

Admission to the National Honor Society

Membership is open to those students who meet the required standards in four areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a five member Faculty Council, appointed by the Principal, who bestows this honor upon qualified students on behalf of the faculty of our school, each school year.

Students in the 10th, 11th, or 12th grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 3.85 or better on a 4.0 scale. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required.

To evaluate a candidate's character, the faculty council uses two forms of input: first, school disciplinary records are reviewed; second, members of the faculty are solicited for input regarding their professional reflections on a candidate's service activities, character, and leadership. These forms and the Student Activity Information Forms are carefully reviewed by the Faculty Council to determine membership. A majority vote of the council is necessary for selection. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings held (insert duration, e.g., "monthly") during the school year, and participation in the chapter service projects(s).

Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser, the school counselor.

Removal from National Honor Society

A student may be removed from the NHS by action of the Principal upon a determination by the Principal that the student:

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction.

2 Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct contained in this handbook; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established in the discretion of the Superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the Superintendent on the appeal shall be final.

Article 6 - Support Services

Section 1 **Special Education Identification and Placement Procedures**:

What Does Special Education Mean?

Special education means educational experiences, curriculum and services, including transportation, through the use of staff, facilities, equipment and classrooms, which have been adapted to provide special instruction for students with disabilities. In addition, special education provides the support services necessary for evaluation, placement and instruction for students with disabilities. These services are free to parents, unless they elect to place their child in a program other than one approved by the school district.

How are Students with Disabilities Identified?

The first step is for parents to provide written permission to have their child evaluated. The request for permission will include a description of the action to be taken and a description of each evaluation procedure. Written statements showing the results of the evaluation and the reasons for placement in a special education program must be kept on file. Within 30 days after a student has been verified as having a disability, a conference will be held with parents. Advance notice will be given. At the conference, an Individual Education Program (IEP) will be developed.

Students Who May Benefit

A student verified as having autism, behavior disorder, hearing impairment, mental handicap, orthopedic impairment, other health impairment, specific learning disability, speech language impairment, traumatic brain injury, or visual handicap may be placed in regular education with support services or may benefit from a special education classroom or service.

Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation

Students identified for special education will be reevaluated at least every three years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district shall obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)

Each student with a disability must have a written IEP prepared by the staff in cooperation with parents specifying programs and services, which will be provided, by the schools. If necessary, the District will arrange for interpreters or other assistants to help parents in preparing and understanding the IEP. Once in place, the program is reviewed on a regular basis with the parent.

An IEP is developed in a conference setting. Parents will be notified of the persons who will be in attendance. The IEP conference shall include at least the following:

1. A representative of the school district;
2. An individual who can interpret the instructional implications of evaluation results;
3. One or both parents;
4. The child (when appropriate);
5. At least one regular education teacher if the child is, or may be participating in the regular education environment;
6. At least one special education teacher;
7. A representative of the nonpublic school if the child is attending a nonpublic school;
8. A representative of a service agency if the child is receiving services from an approved service agency; and
9. Other individuals, at the discretion of the parent or school district.

It is permissible for parents to bring other persons to the IEP meeting, but it is a good idea to inform the school before the scheduled meeting. The school district will provide parents with a copy of the IEP.

Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated with students who do not have disabilities, to the maximum extent possible. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. A team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities will make determination of a student's educational placement. Team members know the available programs and services, which might help the student. Parents are asked for written consent to determine whether or not they approve the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

Alternative Programs

Parents have a right to know about available private and public programs, other than those offered by the schools. The school district staff will provide information about those programs on request. If parents place the student in one of those programs, however, the school district is not required to pay for the student's education.

Transportation of Students Receiving Special Education

The district special education staff will make arrangements for transportation for eligible students to the extent such is required by the student's IEP. Students assigned to special education programs requiring attendance at schools outside their regular attendance area will be transported. Special conditions may warrant that special education students receive transportation to their assigned schools. If parents are dissatisfied with a transportation decision, they may contact the Superintendent for a review.

Access to Student Records

Parents have the right to inspect and review any education records relating to their child, which are collected, maintained or used by the school district in providing educational services.

Nonpublic School Students

Students in state-approved nonpublic schools may participate in special education programs in the same manner as public school students.

Parental Review of Programs

Parents who want to review their child's placement for any reason should request an IEP team meeting. If parents are not satisfied with the results of the conference, they may appeal to the Nebraska Department of Education for a formal hearing to be conducted by a state hearing officer. Parents dissatisfied by the findings and decisions made in a state level hearing have the right to bring civil action.

Plans and Budget

With the exception of personally identifiable student records, district special education plans and budgets are available for public inspection.

This is a summary of the Malcolm Public Schools district plan for special education students. Anyone interested in obtaining a copy of the complete district policy or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the Superintendent at the Malcolm Public Schools District Offices.

Section 2 Guidance Services:

The Malcolm Public Schools employs guidance counselor(s) for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

Section 3 **Health Services**:

5408—Health Inspections
5409—Communicable Diseases
5601—Asthma and Allergic Reaction Protocol
5601—Protocol Physician Form
6900--Chronic Infectious Disease Practice and Procedure
6910--Dispensing Medications
6920 --Self-Management of Asthma-Anaphylaxis-Diabetes
6920A--Asthma Medical Management Plan Form REV
6920B--Diabetes Medical Management Plan Form

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home sick include: temperature greater than 100°F, vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves. In addition, students must be symptom free for 24 hours, without the use of fever reducing medication, prior to returning to school.

Parents are encouraged to include emergency daytime phone numbers on your child's registration form so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

Guidelines for Administering Medication

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative

Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

Prescription Medication

Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to the school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

Non-prescription medication

Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer's container. (3) The container must be labeled with the child's name and with directions for provision or administration of the medication.

Specific medications such as those for Asthma, Diabetes, Epilepsy, or any other chronic diagnoses may also require their medication to accompany written consent as well as an action plan per NDE Rule 59 Protocol. These forms are available on the district website or in your child's health office. These need to be turned in annually prior to the start of the school year. If the student is capable of self-managing his or her health condition or needs to carry their own medication, contact the health office to obtain a self-management authorization form to be signed by the student, parent/guardian, and medical professional. This form is also available on the district website.

The District reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The District may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

School Health Screening

Children in preschool and kindergarten through fourth grade, as well as children in seventh and tenth grades, are screened for vision, hearing, dental defects, height, and weight. Those students that are mid-year transfers, out-of-state transfers, and/or new to the District in any grade level will be screened. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit school equivalent screening results performed by a qualified medical or dental professional dated within the last six (6) months from the first day of school. These results should be turned in to the school no later than November 1st. Should the information not be provided, the child will be screened by school health staff.

Physical and Visual Examination:

Evidence of physical examination and a visual evaluation is required within six (6) months from the date of the first day of school prior to entrance into Kindergarten and, in the case of transfer from out of state, to any other grade. A physical examination is also required prior to entrance into seventh grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the forgoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs

which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in the school health office. Unimmunized students may be excluded from school in the event of a disease outbreak.

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Malcolm Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event a child has two (2) cases of live lice in a semester, the child will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice*.
3. A child who is sent home from school for head lice should miss no more than two (2) school days.
4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
   *Nit removal will be emphasized for effective management of the condition. For more information, call the health office.

Article 7 - Drugs, Alcohol and Tobacco

Drug-Free Schools

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this school district. Further, the District will have proper in-service orientation and training for all employed staff.

Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

> "RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING MALCOLM PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF

CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any district policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the school district of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.

These standards are in addition to standards of student conduct elsewhere adopted by Board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.

3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

The Malcolm Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Article 8 - Student Rights, Conduct, Rules and Regulations

6113—Electronic Communication Devices and Cell Phones
6391—Behavioral Intervention and Classroom Management
5101—Student Discipline

Section 1 Student Conduct and Discipline Policies:

The common goal of students, parents, faculty and administration of Malcolm Public Schools is to maintain a school atmosphere, which is conducive to learning. In order to achieve this, Malcolm Public Schools will continue to review

and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE MALCOLM PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

Part 1 Student Discipline

Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

Expulsion:

Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the Principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the Principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for

evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.

Emergency Exclusion: A student may be excluded from school in the following circumstances:

a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well-being or rights of other students, staff or visitors.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.

11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
~~15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.~~
16. 15 Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be

in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that ~~is dangerous to the health and safety of anyone or~~ is reasonably forecasted to interfere~~s~~ with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

a) Clothing that shows an inappropriate amount of bare skin or underwear ~~(midriffs, spaghetti straps, sagging pants)~~ or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
b) Shorts, skirts, or skorts that do not reach mid-thigh or longer.
c) Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
d) Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
e) Head wear including hats, caps, bandannas, and scarves.
f) Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
g) Clothing or jewelry that is gang related.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

~~Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law.~~ The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

~~Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program~~.

~~On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.~~

Academic Integrity:

5101—Student Discipline

Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

Electronic Devices

5101—Student Discipline

The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District has established rules and regulations governing student use of electronic devices (Policy 5101—Student Discipline), and procedures to address student misuse of electronic devices.

6113—Electronic Communication Devices and Cell Phones

All students are prohibited from accessing or using an electronic communication device while on school property or attending a school instructional function, unless:

1. When required by a student's Individualized Education Program or 504 Plan;
2. When authorized by the District for educational purposes during instructional time;
3. In the case of an emergency or perceived threat of danger;

4. When necessary to monitor or manage a student's health care; or
5. When determined appropriate by the Superintendent or Superintendent's designee.

All exceptions listed herein must be approved in advance by the appropriate school staff member.

Any student who violates this Policy may be subject to discipline under the District's Student Discipline Policy.

Inappropriate Public Displays of Affection (IPDA):

5101—Student Discipline

Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

Specific Rule Items:

5101—Student Discipline

The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

Law Violations

5101—Student Discipline

Any act of a student which is a basis for expulsion and which the Principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the School Board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the Principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Harassment and Bullying:

5415—Anti-Bullying Policy

It is the policy of Malcolm Public Schools that "bullying" type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. The purpose of the Harassment and Bullying Program is to shield students and staff from those who fail or refuse to comply with school guidelines regarding the treatment of others.

Students and parents are advised that other response measures are also in place and set forth in this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

1. Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions, which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.
2. Step Two: The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school

determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.

3. Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student Harassment Consequences set forth below which the school authorities determine to be appropriate.
4. Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Harassment and Bullying Program Corrective Measures / Consequences:
Purpose: All students have the right to attend Malcolm Public Schools free from verbal and physical harassment and bullying. Listed below are short and long term corrective measures/consequences which can be used to correct the continuation of inappropriate harassment or bullying behavior by a student. Corrective measures are not limited to the list below. It is the responsibility of the building administrator to develop a corrective program. The length of the corrective program will be determined by the administrator and the student's ability and willingness to comply with school guidelines and stop the inappropriate behavior. If the student continues to display inappropriate behavior towards other students, corrective measures will be increased until the student is suspended or expelled.

Examples of Possible Short Term Corrective Measures

a. The length of the assignment will be for a minimum of two weeks.
b. The student will report to the office no later than 7:45 a.m. each morning.
c. The student will eat on campus at an assigned table.
d. The student will report to an assigned room at the end of the day, and will remain until 3:45 p.m. This will allow all other students to leave the school grounds in safety.
e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.

Examples of Possible Long Term Corrective Measures

a. All corrective measures listed above will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

Initiations, Hazing, Secret Clubs and Outside Organizations

6284—Initiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of

the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Dating Violence Policy

5420—Dating Violence

Malcolm Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy "dating violence" means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. "Dating partner" means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District's authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

Dances, Parties, and Special Events

5305—School Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of Malcolm Public Schools and their guests may attend.
   a. Students currently attending Malcolm High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Malcolm High School or their own school are generally considered appropriate dates or invited guests.
   b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
   c. Some school dances may be restricted to students attending specified grades levels at Malcolm Public Schools. For any dances at the middle school level, only students attending Malcolm Public Schools in the grade(s) for which the dance is being held may attend.
   d. Students who have been suspended from school or from extracurricular activities may not attend.
   e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
   f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
   g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
   h.
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

   Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Behavioral Intervention and Classroom Management

6391—Behavioral Intervention and Classroom Management

Malcolm Public Schools is committed to creating a learning environment where every individual is valued, respected, and supported. This Policy emphasizes the shared responsibility of individuals for their actions and their ability to learn, grow, and thrive. This Policy further provides a framework for encouraging positive behavior, addressing challenges in a caring and constructive way, and ensuring safe and supportive school and classroom environments.

Internet Safety Policy

6800—Internet Safety

It is the policy of Malcolm Public Schools to comply with the Children's Internet Protection Act (CIPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent

unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

Library/Media Centers

The library/media centers are available to all students. All current library/media center rules should be followed. All students are expected to conduct themselves in a manner that enables others to study without interruption. Talking or discussions will not be allowed unless permission is received form the supervisor. All audio-visual and printed library resources must be checked out before they are taken home or to a classroom. Reference books, including encyclopedias, and magazines, both current and back issues, must be used in the library/media center and may not be checked out. All other books may be checked out for two weeks. After two weeks, overdue books will accumulate a fine at the rate of 5 cents per day. A student who has a library fine will not be allowed to check out any more library/media center materials until the book(s) are returned and the fine is paid. Students participating in activities will not be allowed to participate until their library/media center obligations meet.

Reporting Student Law Violations To Police and Parents/Guardian:

5411—Law Violations

(1) Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.

(2) Removals of Students and Interviews of Students

In dealing with law enforcement officials, Malcolm Public Schools' employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with District operations or educational programming.

Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

(a) the child has violated a state law or municipal ordinance and such child was eleven years of age or older at the time of the violation, and the officer has reasonable grounds to believe such child committed such violation and was eleven years of age or older at the time of the violation;

(b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;

(c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;

(d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;

(e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger;

(f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).

(g) the officer has reasonable grounds to believe the child is immune from prosecution for prostitution under subsection (5) of section 28-801; or

(h) the child has committed an act or engaged in behavior described in subdivision (1), (2), (3)(b), or (4) of section 43-247 and such child was under eleven years of age at the time of such act or behavior, and the officer has reasonable cause to believe such child committed such act or engaged in such behavior and was under eleven years of age at such time.

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of Malcolm Public Schools, the following action is to be taken:

(a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit "A" to this Policy may be used for this purpose.

(b) Notify Local Law Enforcement. In some instances, there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of Malcolm Public Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.

(c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the Principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student's parents or guardian.

A student should not be released to a private detective or "special police officer" who is not an officer of a Nebraska political subdivision or an officer of an agency of the federal government without consent of the student's parent, guardian or custodian.

Interviews of Students by Law Enforcement Officials

5413—Student Interviews

In dealing with law enforcement officials, Malcolm Public Schools' employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with District operations or educational programming.

Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

(a) the child has violated a state law or municipal ordinance and such child was eleven years of age or older at the time of the violation, and the officer has reasonable grounds to believe such child committed such violation and was eleven years of age or older at the time of the violation;
(b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
(c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;
(d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;
(e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger;
(f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).
(g) the officer has reasonable grounds to believe the child is immune from prosecution for prostitution under subsection (5) of section 28-801; or
(h) the child has committed an act or engaged in behavior described in subdivision (1), (2), (3)(b), or (4) of section 43-247 and such child was under eleven years of age at the time of such act or behavior, and the officer has reasonable cause to believe such child committed such act or engaged in such behavior and was under eleven years of age at such time.

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of Malcolm Public Schools, the following action is to be taken:

(a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit "A" to this Policy may be used for this purpose.

(b) Notify Local Law Enforcement. In some instances, there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of Malcolm Public Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.

(c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the Principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student's parents or guardian.

A student should not be released to a private detective or "special police officer" who is not an officer of a Nebraska political subdivision or an officer of an agency of the federal government without consent of the student's parent, guardian or custodian.

Interviews of Students by Law Enforcement Officials

Law enforcement officers and other law authorities should be urged to contact students for questioning outside the instructional day and off school premises whenever possible. When it is appropriate that such questioning occur, the following guidelines are to be followed:

a) Interviews not related to district Events. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to Malcolm Public Schools, questioning should not take place until the student's parent, guardian or custodian has been contacted and permission is given for such interview. The consent should be documented. The presence of a school employee during the interview is not necessary.

b) Interviews Related to district Events. If the investigation relates to an incident which took place on school premises or during instructional time, it is not necessary to obtain consent of the student's parent, guardian or custodian. In these situations, an employee of the District should be present during the interview to ensure that the interview relates only to the incident which took place on school premises or during instructional time or something which is directly related thereto.

c) Child Abuse or Neglect. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted without consent of the student's parent, guardian or custodian. In these situations, an employee of Malcolm Public Schools should be present during the interview to ensure that the interview relates only to those matters.

d) Probation Officer Interview. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on school premises. In such situations, it is neither necessary nor desirable that a district employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian.

Disclosure of Student Records. School employees shall not, in the course of dealing with a peace officer or probation officer, disclose any confidential student records or information from such student records other than in response to a court order or subpoena or as otherwise authorized by state law and the Family Educational Rights and Privacy Act (FERPA).

Removals and Interviews by Persons other than Law Enforcement Officials

A person who comes to school premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of an administrator or designee.

Permission to remove is not to be granted without consent of the student's parent, guardian or custodian, or a person authorized by the student's parent, guardian or custodian to give such permission.

Permission to interview on subjects not related to school matters is not to be granted unless there is a clearly valid and proper reason for the interview and such is not disruptive to school operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Malcolm Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

(a) Knowingly possessing illegal drugs or alcohol.
(b) Assault.
(c) Vandalism resulting in significant property damage.
(d) Theft of school or personal property of a significant nature.
(e) Automobile accident.
(f) Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

Article 9 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations

5103—Extracurricular Activity Discipline

Section 1 Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety and Travel

The District's philosophy is also to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. The District requires that activity team member's travel to and from out-of-town events as a unit. Any exceptions to this rule must be requested in writing by a parent/guardian ahead of time and be approved of by the coach/sponsor and building principal. If the student is not traveling home from an away activity with the team, the student's parents must date and sign a note requesting a change in the student's travel plans in writing and submit the request to the coach for his acknowledgement and approval. The District's general policy for students return travel from away activities is to only release students to another adult driver with parental approval unless prior arrangements have been made and approved by the building principal. The note should be given to the coach/sponsor who will turn it into the building principal as soon as possible following the event. Only those people involved with the activity will be allowed to travel in the school vehicle.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities mean student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. ~~Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.~~

    Adjust numbering
15. Willfully violating the behavioral expectations for those students riding Malcolm Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

Drug and Alcohol Violations.

Meaning of Terms.
Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

(1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and

(2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences.
Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs and Alcohol.

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).
   The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

When Suspensions Begin. All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors. A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

Self-Reporting. A student who violates the Code of Conduct must self-report. The self-report must be made to: the Principal, Athletic Director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.

a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.

3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
   a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
   b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
   c. If a hearing is requested:
      i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
      ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
      iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
      iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Section 3 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.

2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.

3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

   Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

   Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Section 4 Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.

2. Maintain passing grades in all courses. A student who is not passing two or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.

3. Maintain an overall "C" average to participate in extracurricular activities, except school dances.

4. Academic requirements do not apply to:
   (A) Instructional field trips which are a part of the scheduled course learning experience; or
   (B) Activities or events which are a part of the student's grade requirements.

Section 4 Team Selection and Playing Time:

<u>7th – 8th Grade</u>

The purpose of 7-8 grade interscholastic activities is to provide interested students an opportunity to learn basic game skills and to participate in a competitive activity situation. Participation is voluntary. "A" teams shall be conducted on a play-to-win basis. All other 7-8 teams shall be conducted as the opportunity to participate. In football, all participants who practice faithfully, show desire and good effort will receive a chance to play in some capacity.

<u>9th – 12th Grade</u>

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner, which reflects the development of high ideals, and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of this criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Section 5 Academic Grade Standard for Activities Participation:

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore:

1. Pass 20 credit hours the previous semester as per Nebraska Schools Activities Association.
2. Ability requirements shall not apply to:
   (A) Instructional field trips which are a part of the scheduled course learning experience; and,
   (B) Activities or events which are a part of the student's grade requirements.

Section 6 Eligibility (Ineligibility) for Interscholastic Activities (7 – 12)

A student is eligible to participate in interscholastic activities unless she/he is below passing (69%) in two (2) or more subjects on both their cumulative and weekly grades during a week. All classes are included in figuring the cumulative grades. If a student meets this criterion a notice of ineligibility will be mailed out to parents or guardians. The student will not be allowed to participate in any interscholastic activity the following week, Sunday through Saturday.

Section 7 Student Fees Policy:

5416—Student Fees

The Board of Education of Malcolm Public Schools has adopted this student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children, which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. Such student and parent contributions have included: students coming to school with the basic clothing and personal supplies to be successful in the classroom (clothing, shoes, pencils, pens, paper, notebooks, calculators, and the like), students bringing their own or paying the reasonable cost of specialized equipment or supplies for the personal preference or personal retained benefit of students (for example, band equipment, locker deposit or rental fees, shop class materials where the student keeps the product, and college tuition or fees for college credit for advanced placement courses or correspondence courses), students providing their own specialized clothing and equipment to be prepared for the extracurricular activities in which they choose to participate (sporting apparel, including shoes, undergarments, and the like), and assisting with special programs, such as field trips, summer school, school dances and plays. The District's general

policy is to continue to encourage and to require, to the extent permitted by law, such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth guidelines and policies: The policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

Section 8 Concussion

6283--Concussions

Training.

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams.

Education.

The Superintendent or designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

a. the signs and symptoms of a concussion;
b. the risks posed by sustaining a concussion; and
c. the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

Response to Concussions.

a. Removal. A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.

b. Return-to-Play. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed health care professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed health care professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed health care professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school is not required to determine or verify the individual's qualifications.

c. Return to Learn. The Superintendent or designee shall develop a return to learn protocol for students who have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

Concussions: Return to Learn Protocol
Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Malcolm Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom," and accompanying Appendix, as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student's coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.
The District encourages full cooperation and support from both students and parents in each student's return to learn protocol.

d. Parent Notification. If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or designee of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.

2. Responsibility of Coaches.
Coaches shall comply with this policy and apply their safety and injury prevention training. A coach who fails to do is subject to disciplinary action, including but not limited to termination of employment.

3. Students and Parents.
It is recognized that coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury to the student's coaches on a timely basis.

Article 10 - State and Federal Programs

5401—Equal Opportunity
5401z—Equal Opportunity—Complaint Form
1200—Anti-harrassment Policy
1210—Title IX Policy
1220—Title IX Hearing
1220z—Title IX Complaint Form

1240—ADA-504 Grievance Procedure
1250—ADA-504 Coordinator and Compliance
1260—Service Animals

Section 1 Notice of Nondiscrimination:

Students, parents, employees, volunteers, school patrons, applicants for student admission or employment, sources of referral of applicants for admission and employment, professional organizations holding collective bargaining or professional agreements with the Malcolm Public Schools, and all others who interact with Malcolm Public Schools are hereby notified that the Malcolm Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Section 2 Elimination of Discrimination:

The Malcolm Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Malcolm Public School District does not discriminate on the basis of sex, disability, race, color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Ryan Terwilliger, Superintendent, 10004 NW 112th, Malcolm, NE 68402
(402) 796-2151 (ryan.terwilliger@mps148.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Any person having inquiries concerning this 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: Malcolm Public Schools, 10004 NW 112th, Malcolm, NE 68402, (402) 796-2151.

Law, Policy or Program	Issue or Concern	Coordinator

Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Elementary 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

Section 3 Notice of Rights Under FERPA

5202z—Notice of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1) The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Kathleen Styles, Office of the Chief Privacy Officer
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202

Section 4 Military Recruiters

5012—Military Recruiters

The District will provide access to routine directory information to each student in a high school grade upon a request made by a military recruiter, unless the student's parent or guardian has submitted a written request that the student's information not be shared with a military recruiter. The District will provide military recruiters with the same access to a student in a high school grade as the District provides to postsecondary educational institutions or to prospective employers of such students.

If a parent or guardian does not want his or her student's information to be provided to a military recruiter, the parent must submit a written request to the Superintendent.

Section 5 Student Privacy Protection Policy:

5419—Student Privacy Protection

It is the policy of Malcolm Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The Districts policies in this regard include the following:

Section 5 Parent Involvement Policies

6320—Parent Requests for Exclusion
6400—Parent Involvement
6410—Family Engagement
6410—Parent Involvement in Title I

Lancaster County School District 55-0148, a/k/a Malcolm Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the Superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.

2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.

3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.

4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the NWEA MAP Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the

date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.

6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

7. As a general matter substantive decision-making processes will be left to the judgment to the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

Appendix:

Reference Policies

1120—Tobacco
1110--Bulletin Boards
1200—Anti-harrassment Policy
1210—Title IX Policy
1220—Title IX Hearing
1220z—Title IX Complaint Form
1240—ADA-504 Grievance Procedure
1250—ADA-504 Coordinator and Compliance
1260—Service Animals
3231--Video Surveillance and Search
5008—Attendance
5012—Military Recruiters
5101—Student Discipline
5103—Extracurricular Activity Discipline
5201--Promotion & Retention
5202z—Notice of Rights Under FERPA
5204—Grading
5205—Graduation
5305—School Dances
5401—Equal Opportunity
5401z—Equal Opportunity—Complaint Form
5406--Search and Seizures
5408—Health Inspections
5409—Communicable Diseases
5411—Law Violations
5413—Student Interviews
5415—Anti-Bullying Policy
5416--Student Fees
5419—Student Privacy Protection
5420—Dating Violence
5601—Asthma and Allergic Reaction Protocol
5601—Protocol Physician Form
6113—Electronic Communication Devices and Cell Phones
6283--Concussions
6284 Initiations, Hazing, Secret Clubs and Outside Organizations
6320—Parent Requests for Exclusion
6370—Multicultural Education
6391—Behavioral Intervention and Classroom Management
6400—Parent Involvement
6410—Family Engagement
6410—Parent Involvement in Title I
6800—Internet Safety
6900--Chronic Infectious Disease Practice and Procedure

6910--Dispensing Medications
6920 --Self-Management of Asthma-Anaphylaxis-Diabetes
6920A--Asthma Medical Management Plan Form REV
6920B--Diabetes Medical Management Plan Form

2901 Cuming Street
Omaha, NE 68131
(402) 344-4321 phone
(402) 346-0277 fax
www.HilandDairy.com

July 18, 2025

Malcom Public Schools
Attn: Ryan Terwilliger
1004 NW 112th Street
Malcolm, NE 68402

Dear Ryan,
As requested, we are pleased to submit the following bid on dairy products for the 2025-2026 school year.

Unit	Product	Esc/De-Esc Price
½ Pint	1% White Paper	$0.3500
½ Pint	Skim White Paper	$0.3400
½ Pint	FF Chocolate Paper	$0.3590
½ Pint	Strawberry Skim Paper	$.3590
½ Pint	Lactose-Free Choco 1%	$0.68
½ Pint	Lactose-Free 1% White	$0.68
4oz	Cottage Cheese Low Fat	$0.68

This bid is for Escalating/De-Escalating pricing. Please see the attached clause for monthly cost adjustment factors for Esc/De-Esc pricing. Please call if you have any questions.

The bid is (choose one) ☐awarded to Hiland Dairy or ☐ declined and awarded to _____

Name and Title _____

Contact Phone _____ Email _____

Date _____ First Delivery Date _____ Esc./De-Esc Month July2024

Please complete and scan this bid along with all competing bidders' documents to: sbarnard@hilanddairy.com.
Thank you,

Scott Barnard
District Sales Manager
Omaha Ne 68131
402-344-4321

Malcolm Public Schools

Milk Bid Form

2025-2026 School Year

Product	
½ Pint White 1% Milk	.35
½ Pint White Skim Milk	.34
½ Pint Chocolate Skim Milk	.3580
½ Pint Strawberry Skim Milk Gallon 1% Milk	.3590
4-Gallon Case Shake Mix	N/A

TO: SCHOOL CUSTOMERS & DISTRIBUTORS
FROM: HILAND DAIRY FOODS GENERAL OFFICE
DATE: JANUARY 1, 2025
SUBJECT: BUY AMERICAN PROVISION

Hiland Dairy Foods represents over 600 dairy farm families, and we have had the privilege to represent dairy farm families since 1938, when we first became a part of America's agriculture industry. We can proudly say that our cooperative has provided students with locally sourced milk, packed with 13 essential nutrients, since the Richard B. Russel National School Lunch Act was signed into law by President Harry S. Truman in 1946. Although the program has changed throughout the years, one fact has remained constant – Hiland Dairy has provided students with healthy, nutritious milk that exceeds industry quality standards without interruption.

Fluid milk processed by Hiland Dairy is a domestic agriculture food component that counts toward a reimbursable school meal. Therefore, Hiland Dairy Foods certifies that 100% of the fluid milk sold to school food authorities (SFAs) complies with the USDA Buy American Provision. Hiland's fluid milk is manufactured in the United States of America and meets all applicable state and federal regulations. This proves, once again, our values of doing what is right and being better than we have to be.

In addition, Hiland Dairy processes and packages 100% of all four and six ounce juice products domestically. We also source our juice domestically to meet the Buy American Provision whenever possible. Some of our orange juice supply is sourced internationally when necessary and would not meet the Buy American Provision. Food Service Directors can document the exception as explained in the Buy American Provision guidelines.

Thank you for trusting Hiland Dairy as your provider of school milk and juice.

Certified by:

Hiland Dairy Foods, Inc.
830 East Primrose Street
Springfield, MO 65807

May 12, 2025

Buy American Certification

Dear School Food Authority Stakeholders,

This letter is in reference to 7 CFR 210.21(d)(8) and 7 CFR 220.16(d)(8). The accommodation process provides the state agency the ability to approve temporary relief for school food authorities (SFAs) that demonstrate they cannot meet the thresholds for non-domestic food purchases established in 7 CFR 210.21(d)(5) and 7 CFR 220.16(d)(5).

Prairie Farms certifies that our orange juice products are processed and packaged in the United States at Prairie Farms owned facilities. Our orange juice may contain domestic and/or imported juice concentrates as a portion of the ingredients.

There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the "domestic" standard in circumstances when use of domestic products is truly not practicable.

Exceptions are:

- *The product is not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.*
    - *Prairie Farms certifies there is not an adequate supply of domestic grown orange juice concentrate in the United States to supply our needs.*

- *Competitive Bids reveal the costs of a domestic product are significantly higher than the non-domestic product.*
    - *Prairie Farms competitive bids show the cost of domestic orange juice concentrate to be significantly higher than that of non-domestic orange juice concentrate.*

Per 7 CFR 210.21(d)(5) and 7 CFR 220.16(d)(5), a SFA using one of the above exceptions will not need to request a waiver in order to purchase a non-domestic product. SFAs must, however, keep this documentation justifying the exception(s).

Products included within this scope are: 4oz and 8 oz orange juice.

Hiland Dairy Foods Company, LLC
2901 Cuming St.
Omaha, NE 68131

Juice and Milk Products Food Safety Program

Hiland Dairy Foods is making every effort to ensure the safety of our products to our customers and consumers.

We have, therefore, instituted a comprehensive program, our Juice HACCP program and Milk Preventive Control program, in combination with supporting prerequisite programs, to form our Food Safety Systems Pyramid.

I. Hazard Analysis of Critical Control Points (HACCP) is a food safety system designed to ensure the manufacture of safe food products, and to prove the product was made safely. *HA* (Hazard Analysis) is the where and how part of the HACCP program and *CCP* is the proof that the control of the process and conditions set are being followed.

II. We have a Food Safety team comprised of employees, from varied disciplines in the plant, and management. The team describes the food (each product type manufactured) and its distribution, identifies the intended use and consumer of the product, and provides on-site verification of flow diagrams for each product type manufactured. (Ex: white milk, chocolate milk, sour cream, etc).

III. During the developmental stages of the HAACP and Preventive Control program, the team conducted a hazard analysis (determining whether a biological, chemical, or physical threat was posed), identified the critical control point (CCP) in the product flow (pasteurization, time and temperature), showed what prerequisite programs were in place, if it was not a CCP, and established critical limits for each stage. In addition, monitoring procedures (ex: temperature recording devices, charts, etc.), corrective action and verification & validation procedures were established. Any changes made in a product types' flow diagram are reviewed in a timely manner and all systems validated annually.

A more detailed review of our program can be made, on site, with adequate notification and authorization from all acceptable parties.

Name: __Catie Faylor_____ Title: __QA Manager____ Date: ____1/01/2025_____

Hiland Dairy Foods Company
2901 Cuming St. Omaha, NE 68131

Orange Juice Specification Sheet

Description:	Pasteurized 100% Orange Juice made from concentrate. Meets all applicable standards set forth by Pasteurized Milk Ordinance 2023 Revision.
Total Solids / Brix:	11.90 ± 0.10% (11.80% - 12.00%)
Total Plate Count:	<2,000 CFU / mL
Coliform:	<10 CFU / mL
GMO:	None
Bioengineered Statement:	This product does not require a bioengineered food disclosure per the National Bioengineered Food Disclosure Standard (NBFDS)
Antibiotics:	N/A
Pathogenic Bacteria:	Negative
Test Methods:	SMEDP Current Edition
Packaging Sizes:	Pint (16 oz.), Quart (32 oz.), Half Gallon (64 oz.), Gallon (128 oz.)
Packaging Materials:	PET Plastic and HDPE Plastic Bottles
Shelf Life / Storage:	40 days from date of manufacture refrigerated, 33˚F – 40˚F. Store between 33˚F and 40˚F
Inspection Agencies:	Specific State Regulatory Department Varies with Facility Location Federal Food and Drug Administration
Product Identification:	"Use By" Date Code and Plant Code
Nutritional:	See attached
Ingredients:	Filtered Water and Concentrated Orange Juice
Allergen Statement:	N/A
Product Identity:	Kosher
Handling:	Maintain below 45˚F
Quality Attributes:	Color/appearance — Orange Flavor — Sweet, Tangy flavor with Strong Acidity Texture — Thin / Watery
IMS # (Plant Code):	31-08

Reviewed By: Catie Faylor
Date:02/26/2025

Hiland Dairy Foods Company
2901 Cuming St. Omaha, NE 68131

Orange Juice Specification Sheet

Nutrition Facts

servings per container
Serving size **8 fl oz (240 ml)**

Amount per serving
Calories **110**

	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 0mg	**0%**
Sodium 10mg	**0%**
Total Carbohydrate 26g	**9%**
Dietary Fiber 0g	**0%**
Total Sugars 26g	
Includes 0g Added Sugars	**0%**
Protein 2g	
Vitamin D 0mcg	0%
Calcium 60mg	4%
Iron 0.2mg	2%
Potassium 840mg	20%
Vitamin C 103mg	110%
Thiamin 0.1mg	8%
Niacin 0.6mg	4%
Vitamin B_6 0.1mg	6%
Folate 40mcg DFE	10%
Magnesium 20mg	4%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000-calories a day is used for general nutrition advice.

Ingredients: Filtered Water and Concentrated Orange Juice

Allergen Statement: N/A

Reviewed By: Catie Faylor
Date:02/26/2025

Hiland Dairy Foods Company
2901 Cuming St. Omaha, NE 68131

Orange Juice Specification Sheet

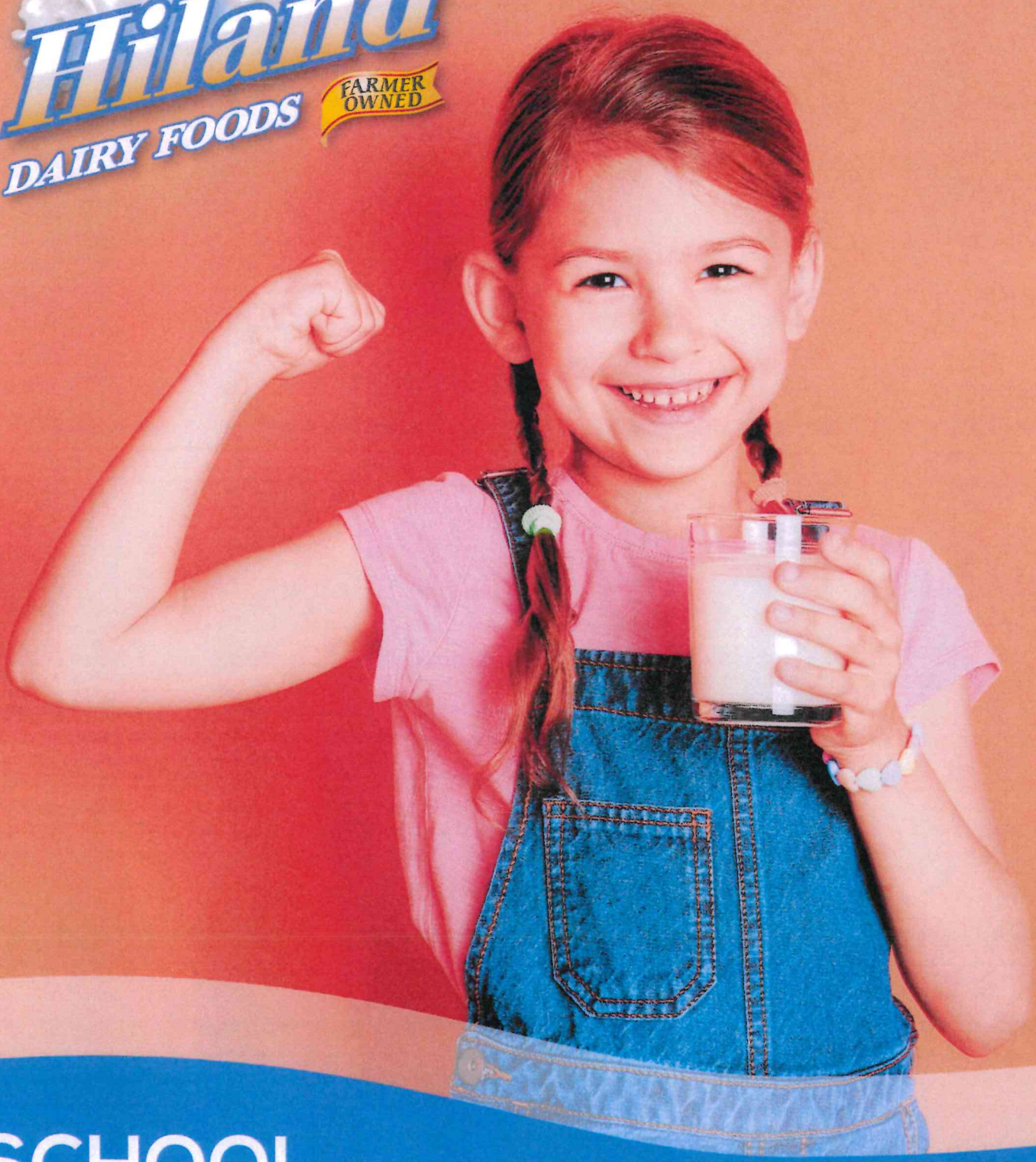
Allergens are identified below using "Yes" or "No" if any of the potential ingredients are present in the product listed above, present in other products produced using the same equipment, or present in the same manufacturing facility.

Ingredient (Allergen)	Present in Product?	Present in other products produced on the same line?	Present in the same manufacturing facility?
Milk	No	Yes*	Yes*
Eggs or Egg Products	No	Yes*	Yes*
Fish	No	No	No
Peanuts	No	No	No
Shellfish	No	No	No
Soy	No	No	Yes*
Tree Nuts	No	No	Yes*
Wheat	No	No	No
Sesame	No	N0	No

*Hiland Dairy – Omaha has an active, documented allergen cross contamination control plan.

Reviewed By: Catie Faylor
Date:02/26/2025

Hiland®
DAIRY FOODS
FARMER OWNED



SCHOOL PRODUCTS

Locally Made.
Naturally Delicious.™



SKIM MILK

Item #9173

0 72060 00081 8

Nutrition Facts

1 serving per container

Serving size 1 Carton (240mL)

Amount per serving

Calories 80

	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 5mg	**2%**
Sodium 120mg	**5%**
Total Carbohydrate 11g	**4%**
Dietary Fiber 0g	**0%**
Total Sugars 11g	
Includes 0g Added Sugars	**0%**
Protein 8g	**16%**
Vitamin D 2mcg	15%
Calcium 300mg	25%
Iron 0.1mg	0%
Potassium 360mg	8%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A FAT FREE (SKIM) MILK, VITAMIN A PALMITATE AND VITAMIN D3. **CONTAINS MILK.**



FAT FREE CHOCOLATE

Item #9178

0 72060 00133 4

Nutrition Facts

1 serving per container

Serving size 1 Carton (240mL)

Amount per serving

Calories 110

	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 5mg	**2%**
Sodium 170mg	**7%**
Total Carbohydrate 18g	**7%**
Dietary Fiber 0g	**0%**
Total Sugars 18g	
Includes 6g Added Sugars	**12%**
Protein 8g	**16%**
Vitamin D 2.8mcg	15%
Calcium 280mg	20%
Iron 0.2mg	2%
Potassium 380mg	8%
Vitamin A 140mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A FAT FREE (SKIM) MILK, SUGAR, ALKALIZED COCOA, CORNSTARCH, SALT, CARRAGEENAN, NATURAL AND ARTIFICIAL FLAVORS, VITAMIN A PALMITATE, VITAMIN D3. **CONTAINS MILK.**



FAT FREE STRAWBERRY

Item #9177

0 72060 00038 2

Nutrition Facts

1 serving per container

Serving size 1 Carton (240mL)

Amount per serving

Calories 120

	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol <5mg	**2%**
Sodium 95mg	**4%**
Total Carbohydrate 22g	**8%**
Dietary Fiber 0g	**0%**
Total Sugars 22g	
Includes 10g Added Sugars	**20%**
Protein 8g	**16%**
Vitamin D 2.5mcg	15%
Calcium 280mg	20%
Iron 0.1mg	0%
Potassium 350mg	8%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A FAT FREE (SKIM) MILK, SUGAR, VEGETABLE JUICE COLOR, NATURAL FLAVOR, VITAMIN A PALMITATE, VITAMIN D3. **CONTAINS MILK.**

Hiland® DAIRY FOODS FARMER OWNED

CASE COUNT - 50
HALF PINT (240 ML)



WHOLE MILK
Item #9165

0 72060 00002 3

Nutrition Facts

1 serving per container
Serving size 1 Carton (240mL)

Amount per serving
Calories 150

	% Daily Value*
Total Fat 8g	**10%**
Saturated Fat 5g	**25%**
Trans Fat 0g	
Cholesterol 35mg	**12%**
Sodium 120mg	**5%**
Total Carbohydrate 11g	**4%**
Dietary Fiber 0g	**0%**
Total Sugars 11g	
Includes 0g Added Sugars	**0%**
Protein 8g	**16%**
Vitamin D 2.5mcg	15%
Calcium 290mg	20%
Iron 0.1mg	0%
Potassium 340mg	8%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A MILK, VITAMIN D3.
CONTAINS MILK.



2% MILK
Item #9168

0 72060 00022 1

Nutrition Facts

1 serving per container
Serving size 1 Carton (240mL)

Amount per serving
Calories 120

	% Daily Value*
Total Fat 5g	**6%**
Saturated Fat 3.5g	**18%**
Trans Fat 0g	
Cholesterol 20mg	**7%**
Sodium 120mg	**5%**
Total Carbohydrate 11g	**4%**
Dietary Fiber 0g	**0%**
Total Sugars 11g	
Includes 0g Added Sugars	**0%**
Protein 8g	**16%**
Vitamin D 2mcg	10%
Calcium 298mg	25%
Iron 0mg	0%
Potassium 354mg	8%
Vitamin A 154mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A REDUCED FAT MILK, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS MILK.



1% MILK
Item #9171

0 72060 00065 8

Nutrition Facts

1 serving per container
Serving size 1 Carton (240mL)

Amount per serving
Calories 100

	% Daily Value*
Total Fat 2.5g	**3%**
Saturated Fat 1.5g	**8%**
Trans Fat 0g	
Cholesterol 15mg	**5%**
Sodium 120mg	**5%**
Total Carbohydrate 11g	**4%**
Dietary Fiber 0g	**0%**
Total Sugars 11g	
Includes 0g Added Sugars	**0%**
Protein 8g	**16%**
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0.1mg	0%
Potassium 370mg	8%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: LOWFAT MILK, VITAMIN A PALMITATE AND VITAMIN D3.
CONTAINS MILK.

Hiland® DAIRY FOODS FARMER OWNED

CASE COUNT - 50
HALF PINT (240 ML)


Hiland
DAIRY FOODS
FARMER OWNED
OUR AWARD
WINNING COTTAGE CHEESE
JUST GOT BETTER.
INTRODUCING
THE ALL NEW
PRO PACK
SNACK
PERFECTLY PORTIONED
HIGH PROTEIN · LOW FAT
12g protein per serving
LOW FAT COTTAGE CHEESE
NET WT 4 OZ (114g)

PRO PACK SNACK

4oz Low Fat Cottage Cheese Cup

0 72060 00241 6

Nutrition Facts

1 serving per container

Serving size **1/2 Cup (114g)**

Amount per serving

Calories **90**

	% Daily Value*
Total Fat 2.5g	**3%**
Saturated Fat 1.5g	**8%**
Trans Fat 0g	
Cholesterol 15mg	**5%**
Sodium 490mg	**21%**
Total Carbohydrate 5g	**2%**
Dietary Fiber 0g	**0%**
Total Sugars 5g	
Includes 1g Added Sugars	**2%**
Protein 12g	**24%**
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0.1mg	0%
Potassium 160mg	4%
Vitamin A 60mcg	6%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED LOW FAT MILK, NON FAT DRY MILK, LACTOSE, SALT, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAM GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, CARBON DIOXIDE AND POTASSIUM SORBATE (MAINTAIN FRESHNESS), VITAMIN A PALMITATE AND CHEESE CULTURES.

CONTAINS: MILK

24% DAILY PROTEIN

UNDER 100 CALORIES

PERFECTLY PORTIONED FOR EATING ON THE GO.



LOCALLY SOURCED MILK

NO ARTIFICIAL FLAVORS, GROWTH HORMONES, OR COLORS.

FARMER OWNED

Prairie Farms®



MOO-licious School Solutions

Easy Storage

No Refrigeration Required

- Specially packaged and shelf stable, maintains quality for months
- Unopened cartons store at room temperature without reducing quality or shelf life
- Chill before serving, then refrigerate after opening. Enjoy within 7 days
- 1% lowfat flavors, with no artificial growth hormones or colors
- **8g** of high quality protein plus 13 essential vitamins and minerals
- Allows you to plan ahead for:
  - Field Trips
  - Sporting Events
  - After School Snacks
  - Backpack Programs
  - Summer Pickup Programs
  - Unexpected School Closures

Order Today

Pantry Fresh 100% REAL Milk

Plain and Lactose Free Options

Fluid milk is a required component for reimbursable meals in **Child Nutrition Programs.**

Single Serve, 8 Fl oz





1% Lowfat Milk
Shelf Stable, UHT
Product Code #34520

0 72730 23614 1

Lactose Free
1% Lowfat Chocolate Milk
Shelf Stable, UHT
Product Code #36142

0 72730 26645 2

Lactose Free
1% Lowfat Milk
Shelf Stable, UHT
Product Code #34518

0 72730 23228 0

UD



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories 100	
	% Daily Value
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 105mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 150mcg	15%

INGREDIENTS: LOWFAT MILK, VITAMIN A PALMITATE, VITAMIN D_3.
CONTAINS: MILK



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories 100	
	% Daily Value
Total Fat 3g	4%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 150mg	7%
Total Carbohydrate 18g	6%
Dietary Fiber 0g	0%
Total Sugars 17g	
Includes 5g Added Sugars	10%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 280mg	20%
Iron 0.7mg	4%
Potassium 470mg	10%
Vitamin A 150mcg	15%

INGREDIENTS: LOWFAT MILK, SUGAR, ALKALIZED COCOA POWDER, GELLEN GUM, CARRAGEENAN, VITAMIN A PALMITATE, VITAMIN D3, **LACTASE ENZYME. **INGREDIENT NOT FOUND IN REGULAR MILK. **CONTAINS: MILK**



Nutrition Facts	
Serving size 1 container	
Amount per serving	
Calories 100	
	% Daily Value
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 10mg	4%
Sodium 130mg	6%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%

INGREDIENTS: LOWFAT MILK, LACTASE ENZYME** VITAMIN A PALMITATE, VITAMIN D_3. **INGREDIENT NOT FOUND IN REGULAR MILK. **CONTAINS: MILK**

Prairie Farms Dairy, Inc. Edwardsville, IL 62025 • 618-659-5700 • Prairiefarms.com

2025-26 Dairy Bid

JUNE 2025

MALCOLM PUBLIC SCHOOL

PL: 7236

Bill To: 172886

DFA Kemps LeMars

Kemps LeMars has prepared an escalator bid for your schools dairy program for the upcoming school year. Please see the below bid prices quoted for the month printed in the top right corner. **If you have any questions regarding this bid, please contact Debra Carlson at: Email: debra.carlson@kemps.com - Phone: 712-548-5805.**

ORDER METHOD FOR ALL SCHOOLS WILL BE ON-LINE WEB ORDERING. WEBSITE: https://orders.dfamilk.com

KEMPS WILL OFFER CREDIT FOR MANUFACTURING DEFECTS ONLY AT TIME OF DELIVERY.

Milk 8OZ-HALF PINTS	Carton	Item #	Escalator
KEMPS SEL WHL ECO HP PAPER 50/CS	50	**69120**	
KEMPS SEL 2% ECO HP PAPER 50/CS	50	**65379**	
KEMPS SEL 1% ECO HP PAPER 50/CS	50	**52266**	**0.3744**
KEMPS SEL SKIM ECO HP PAPER 50/CS	50	**65381**	**0.3604**
TMOO 1% CHOC AGH FREE ECO HP PAPER 50/CS	50	**47282**	**0.3758**
TMOO SKIM CHOC AGH FREE HP PAPER 50/CS	50	**45837**	**0.3688**



Kemps Dairy Items	PACK	Item #	Escalator
KEMPS GALLON WHOLE PLASTIC 4/CS	4	66351	5.7565
KEMPS GALLON 2% PLASTIC 4/CS	4	66352	5.3416
KEMPS GALLON 1% PLASTIC 4/CS	4	66353	5.0744
KEMPS GALLON SKIM PLASTIC 4/CS	4	66354	4.8372
TRUMOO GALLON 1% CHOC PLASTIC 4/CS	4	47421	5.8459
KEMPS HALF GAL WHOLE PLASTIC 9/CS	9	66384	3.2554
KEMPS HALF GAL 1% PLASTIC 9/CS	9	66386	2.9499
TRUMOO HALF GAL WHOLE CHOC PLASTIC 9/CS	9	50362	3.2505
KEMPS HALF GAL BUTTERMILK 1% PLASTIC 9/CS	9	65371	2.8626
KEMPS QUART HALF&HALF PLASTIC 16/CS	16	67908	2.8956
KEMPS PINT HEAVY WHIPPING CRM 36% 28/CS	28	66658	3.6194
KEMPS HALF GAL 5% VAN IC MIX 9/CS	9	66444	4.3588
KEMPS GALLON OJ 100% 4/CS	4	66510	9.1836
KEMPS 6OZ- 100% OJ PLASTIC 48/CS	48	68306	0.5543
KEMPS 5LB COTTAGE CHEESEC 4% SMCRD 2/BX	2	66508	11.0305
KEMPS 5LB COTTAGE CHEESEC 2% SMCRD 2/BX	2	66507	11.1960
KEMPS SOUR CREAM PLN 4/BX	4	68561	12.0245
KEMPS 16 OUNCE LIGHT SOUR CREAM 12/SLV	12	66375	3.1698
KEMPS 1OZ SOUR CREAM POUCH REG	100	68386	18.8942
Ala Carte			
KEMPS PINT WHOLE PLASTIC 20/CS	20	66360	1.2970
KEMPS PINT 2% PLASTIC 20/CS	20	66361	1.2970
KEMPS PINT CHOC 2% PLASTIC 20/CS	20	66364	1.2970
KEMPS PINT CHOC 1% PLASTIC 20/CS	20	66363	1.2970
DAIRY PURE 1% LAC FREE- SHELF STABLE	24	COMING	**0.5900**
TMOO 1% LAC FREE CHOCOLATE-SHELF STABLE	24	SOON	**0.5900**

School disrists, please fill in the below information, sign and return via email to debra.carlson@kemps.com along with any other competitive bids and a calendar. If you are declining the bid, you will still need return the form.

Accept **Decline**

Accepting the bid..fill out the on-line ordering form and return with this signed bid.

First Day School	Last Day School

Name of Food Service Director:

Food Service Phone #:

Food Service Email:

Signature:

Deliveries/week 1

Locations: 1

Coolers: 1

Ship To's: * Delivery Days and Times to be Determined*

174358 MALCOLM ELEMENTARY SCHOOL

Mailing address: Kemps LeMars.1345 12th Ave SW.LeMars, IA 51031

Billing address: DFA Dairy Brands Corporate, LLC / PO BOX 776922/ CHICAGO IL 60677-6922 Phone: 800-332-6462.

No Acceptance of Standard Terms and Conditions: Notwithstanding any terms or conditions contained or referenced in this RFP, each response and submission relating to this RFP shall be subject to the condition that all terms and conditions relating to any resulting business relationship must be separately negotiated and agreed upon in a written agreement executed by both parties, which written agreement shall represent the entire and exclusive understanding and agreement between the parties as to the applicable business.

OTTE OIL & PROPANE
DAVEY, NE 785-2365

3435 Davey Road - P.O. Box 38
Davey, NE 68336

July 15, 2025

Malcolm Public Schools
10004 NW 12th St
Malcolm, NE 68402

RE: Propane Contract Proposal

Malcolm Public Schools

Otte Oil & Propane proposes to furnish propane delivered to the Malcolm Public Schools from September 1, 2025 thru August 31, 2026 for the price of $1.149 per gallon. All contracted propane comes with comprehensive safety check for all locations. Contract to except this offer must be signed by August 1, 2025.

If you have any questions or if I can be of further assistance, please give me a call.

Thanks,

Jessica Schwarting
Otte Oil & Propane

_____ _____
Malcolm Public Schools Date

_____ _____
Otte Oil & Propane, Inc Signature Date

Gmail

ryan terwilliger <ryan.terwilliger@mps148.org>

Bid

1 message

Richard Wedding <rwedding@farmersco-operative.com> Mon, Jul 21, 2025 at 7:53 AM
To: "ryan.terwilliger@mps148.org" <ryan.terwilliger@mps148.org>

sorry Ryan I was out of the office last week . I would like to submit a bid for the 2025-2026 heating season. Our bid is at
$ 1.55 / gallon.
Please let us know if you have any questions.
Thank you for letting us bid.
Richard Wedding
Farmers Cooperative

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