

Agenda for the Board of Education Meeting, 7:02 PM
Monday, September 8, 2025 at the Central Office at the Falls City Middle School

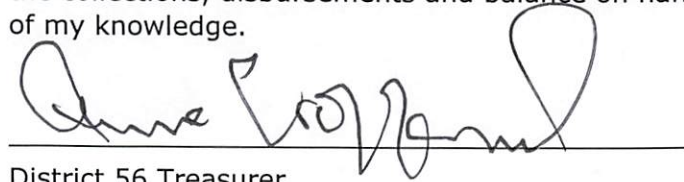
The agenda sequence is provided as a courtesy. The board reserves the right to consider items in the sequence it deems appropriate. Therefore, we encourage patrons to attend the meeting from the beginning.

1. **Business Items:**
 - 1.1. Roll Call, Open Meetings Act Notice, and Pledge of Allegiance
 - 1.2. Approval of Absences
 - 1.3. Approval of Agenda
 - 1.4. Approval of Previous Minutes
 - 1.5. Public Comment
 - 1.6. Approval of Treasurer's Report
 - 1.7. Approval of Claims
2. **Informational Items/Reports:**
 - 2.1. Staff/Student/Organization Report:
 - 2.2. Principal's Reports:
 - 2.2.a. Mrs. Leyden - North Elementary School Principal
 - 2.2.b. Mr. Gibson - South Elementary School Principal
 - 2.2.c. Mrs. Robeson - Middle School Principal
 - 2.2.d. Mr. Sullivan - High School Principal
 - 2.3. Board President's Report:
 - 2.4. Superintendent's Report:
 - 2.4.a. Dr. Offner - Superintendent
 - 2.5. Board Committee/Member Reports:
3. **Old/New Action Items:**
 - 3.1. Final Reading on Policy Reviews and Revisions 3110 Fundraising, 4225 Title IX Policy & Grievance Procedure, 5420 School Meal Program
 - 3.2. Discussion and take action on approving the 2025 - 2026 Budget and the 2025 - 2026 Tax Request.
 - 3.3. Recognize the FCEA as the exclusive Bargaining Agent for all non-supervisory Certificated Teacher staff for the 2026 - 2027 School year.
 - 3.4. Discuss and take action on roofing issues at the high school (gym roof) and at North School (gym/lunchroom).
 - 3.5. Discussion and take action on BVH doing a more in-depth facility study for the cost of \$45,000.
 - 3.6. Discussion and take action to continue offering the tutoring services as presented
 - 3.7. Discussion on our CLSD grant and take action to approve the DMG contract for \$100,000.
4. **Executive Session: Requested by member, approved by majority, as per statute**
5. **Adjournment and Next Meetings: The next regular monthly Board of Education meeting is scheduled for October 13, 2025, at 7:00 p.m. in the Central Office at Falls City Middle School. Regular and special meeting agendas are kept in the Office of the Superintendent. Board Committee meetings TBD.**

GENERAL FUND CHECKING ACCOUNT - BEGINNING BAL	\$3,561,602.09
Richardson County Treasurer (93,389.69)	
District 56 Taxes	\$25,245.32
Motor Vehicle Tax	\$46,783.46
Local Fines	\$475.00
County Fines	\$4,322.04
Homestead	\$16,563.87
State of NE(C4K)	\$19,888.22
State of NE(MIPS)	\$19,182.04
Amazon(Reimbursement)	\$756.72
	\$3,694,818.76
Less Checks Paid	<u>\$1,073,402.76</u>
	\$2,621,416.00
Interest Earned	<u>\$7,522.21</u>
Bank Statement Balance August 31, 2025	\$2,628,938.21
Less Outstanding Checks	<u>\$71,610.96</u>
General Fund Balance August 31, 2025	\$2,557,327.25
General Fund Balance August 31, 2024	\$2,434,262.23
STUDENT FEE FUND-BEGINNING BALANCE	\$14,080.00
HS Activity Fund	<u>\$288.00</u>
	\$13,792.00
	<u>\$0.00</u>
Bank Statement Balance August 31, 2025	\$13,792.00
Outstanding Checks	<u>\$0.00</u>
Fund Balance August 31, 2025	\$13,792.00
DEPRECIATION FUND-STATEMENT - BEGINNING BALANCE	\$223,192.69
	<u>\$0.00</u>
	\$223,192.69
Less Checks Paid	<u>\$43,258.03</u>
	\$179,934.66
Interest Earned	<u>\$90.24</u>
Bank Statement Balance August 31, 2025	\$180,024.90
Outstanding Checks	<u>\$0.00</u>
Fund Balance August 31, 2025	\$180,024.90
SPECIAL BUILDING FUND INV ACCT - A	\$882,468.88
Richardson County Treasurer (Local District Taxes)	<u>\$2,088.94</u>
	\$884,557.82
Transfer to SBF - Claims	<u>\$22,043.97</u>
	\$862,513.85
Interest	<u>\$2,207.12</u>
Bank Statement Balance August 31, 2025	\$864,720.97
SPECIAL BUILDING FUND INV ACCT - C	\$1,000,000.00
Monthly Interest	<u>\$7,875.68</u>
Balance August 31, 2025	\$1,007,875.68

SPECIAL BUILDING FUND - BEGINNING BALANCE	\$25,000.00
Transfer from Investment Account	<u>\$0.00</u>
	\$25,000.00
Less Checks Paid	<u>\$0.00</u>
	\$25,000.00
Interest Earned	<u>\$0.00</u>
Bank Statement Balance August 31, 2025	\$25,000.00
Outstanding Checks	<u>\$0.00</u>
Fund Balance August 31, 2025	\$25,000.00

I do hereby certify that the following is a true and correct abstract of the records in my office and that the collections, disbursements and balance on hand as shown herein are true and correct to the best of my knowledge.



District 56 Treasurer

BUDGET SUMMARY					
EXPENSES	FUNCTION #	BUDGET	MTD	YTD	%
FOR MONTH ENDING 8/31/2025					
ALL INSTRUCTION	1100-1400	\$ 6,749,358.00	\$ 503,335.39	\$ 6,650,329.23	98.53%
	1200	\$ 1,730,622.00	\$ 111,822.78	\$ 1,844,707.22	106.59%
SUPPORT SERVICES - PUPILS	2100-2150	\$ 571,160.00	\$ 37,746.15	\$ 556,940.97	97.51%
SUPPORT SERVICES - STAFF	2200	\$ 570,497.00	\$ 63,710.46	\$ 519,440.80	91.05%
BOARD OF EDUCATION	2310	\$ 29,000.00	\$ 2,348.00	\$ 21,791.33	75.14%
GENERAL ADMINISTRATION	2320/2330	\$ 415,762.00	\$ 34,834.63	\$ 405,661.92	97.57%
OFFICE OF THE PRINCIPAL	2400	\$ 892,997.00	\$ 81,987.46	\$ 957,134.54	107.18%
BUSINESS SUPPORT SERVICES	2510	\$ 303,829.00	\$ 7,513.86	\$ 307,586.50	101.24%
MAINTENANCE/OPERATION	2600	\$ 1,184,359.00	\$ 91,453.07	\$ 1,166,471.56	98.49%
PUPIL TRANSPORTATION	2710	\$ 647,015.00	\$ 69,608.03	\$ 652,744.92	100.89%
SPED TRANSPORTATION	2712	\$ 35,000.00	\$ 834.43	\$ 44,691.71	127.69%
STATE CATEGORICAL PROGRAMS	3000	\$ 552,594.00	\$ 54,428.34	\$ 560,320.12	101.40%
FEDERAL PROGRAMS	6000	\$ 573,352.00	\$ 46,116.88	\$ 537,804.77	93.80%
TRANSFERS	8000	\$ 25,500.00	\$ 7,768.95	\$ 66,938.56	262.50%
TOTALS		\$ 14,281,045.00	\$ 1,113,508.43	\$ 14,292,564.15	100.08%
REVENUE					
FOR MONTH ENDING 8/31/2025	FUNCTION #	BUDGET	MTD	YTD	%
			\$ -		
PERSONAL & REAL PROPERTY TAX	1100	\$ 8,007,940.00	\$ 25,245.32	\$ 7,697,065.38	96.12%
OTHER LOCAL REVENUES	1000-1900	\$ 974,083.00	\$ 74,668.89	\$ 939,525.07	96.45%
COUNTY REVENUES	2000-2210	\$ 133,000.00	\$ 4,322.04	\$ 134,637.62	101.23%
STATE REVENUE	3110-3990	\$ 3,571,094.00	\$ 16,563.87	\$ 5,048,602.34	141.37%
FEDERAL PROGRAMS	4100-4995	\$ 518,830.00	\$ 19,182.04	\$ 614,291.24	118.40%
MISCELLANEOUS REVENUE	5300-5690	\$ 110,000.00	\$ 756.72	\$ 80,781.51	73.44%
NECESSARY CASH RESERVES		\$ 966,098.00	\$ -	\$ -	
Budget TOTALS		\$ 14,281,045.00	\$ 140,738.88	\$ 14,514,903.16	101.64%

Elementary Activity Account (September)				
Account	Beginning Balance	Deposit	Expense	End Balance
General - South	\$12,030.11	\$0.00	\$2,091.55	\$9,938.56
Staff - South	\$29.21	\$0.00	\$0.00	\$29.21
Science - South	\$467.86	\$0.00	\$0.00	\$467.86
Field Trip - South	\$998.86	\$0.00	\$0.00	\$998.86
General - North	\$19,020.29	\$10.77	\$2,238.13	\$16,792.93
Staff - North	\$197.58	\$0.00	\$0.00	\$197.58
Field Trip - North	\$521.39	\$0.00	\$0.00	\$521.39
Library - NS & SS	\$246.56	\$0.00	\$0.00	\$246.56
PCC - North	\$76.20	\$0.00	\$115.00	-\$38.80
Total Account				\$29,154.15
<i>Shelly Leyden</i> Principal Signature				

FCMS Activity Account August 2025

Date	Check #	Activity		Amount	Deposit	Balance	Description
						\$30,317.85	
8/20/25	2446	SIGMA	X	\$75.00		\$30,242.85	General
8/20/25	2447	Hometown Floral	X	\$44.37		\$30,198.48	FCA
8/20/25	2448	Leland Harmon		\$8.00		\$30,190.48	General
8/20/25	2449	US Bank		\$216.60		\$29,973.88	General 47.88 MS MISC 168.72
8/21/25		Deposit	X		\$266.00	\$30,239.88	General 91.00 MS MISC 175
8/22/25	2450	W7 Design Co	X	\$278.00		\$29,961.88	MS MISC- Robotics
8/29/25		Interest	X		\$13.27	\$29,975.15	Interest


 Meghan Robeson
 Middle School Principal

FALLS CITY PUBLIC SCHOOLS - SEPTEMBER 2025 CLAIMS

1	AGiRepair	\$95.80	Technology
2	Amazon Capital Services	\$3,855.32	HS, MS, NS & SS Supplies
	Amazon Capital Services	\$1,567.19	CO, Nurse & Technology Supplies
	Amazon Capital Services	\$3,060.70	Maintenance & Custodial Supplies
3	Armbruster Motor	\$519.00	Van Repairs
4	Berwick Co-op Oil	\$1,211.00	Fuel
5	buckIT	\$4,335.00	Technology Repairs
7	Central Office	\$698.84	Mileage and Workshop Expenses
	Central Office	\$277.73	Bus Permit-Mileage-Supplies-Cell Phones
	Central Office	\$4,734.65	Miscellaneous Expenses
8	Cintas	\$628.32	Uniform, Mop & Rag Services
9	CRSSA-C4K	\$902.20	Stipends
10	Das State Accounting - Central	\$292.87	Network Nebraska
11	Demco	\$349.17	NS Library Supplies
12	EBSCO	\$791.74	HS Library Subscriptions
13	ESU #4 Co-op	\$14,561.76	DVLG Annual Renewal & Registrations
14	ESU #6	\$230.95	Technology Hosted Services
15	Falls City Auto Supply	\$224.77	Bus & Maintenance Parts
16	Falls City High School	\$894.02	Supply and Travel Reimbursements
17	Falls City Journal	\$206.20	Advertising
18	Falls City North School	\$115.00	Supply Reimbursement
19	Falls City Sanitation	\$944.00	District & Sixpence Waste Removal
20	Falls City School Lunch	\$11,691.65	August Lunch Support
21	Falls City Utilities	\$28,410.80	District Wide Utilities
22	Family Medicine	\$200.00	Drug Testing
23	Farm & City Supply	\$1,156.74	Maintenance, Grounds & Bus Parts
24	Fiber Platform	\$1,253.75	Internet Service
25	Follett Content Solutions	\$1,795.74	NS & SS Library Supplies
26	Grainger	\$476.21	Maintenance
27	Herrick Bruxellas Properties	\$560.00	Building Rental & Utilities
28	Holmes, Krystal	\$1,464.75	Tuition Reimbursement
29	Home Lumber	\$18.48	Maintenance Parts
30	Hometown Floral	\$55.00	Memorial
31	HyVee	\$186.24	Maintenance Supplies
32	ImPACT	\$550.00	Software Renewal
33	KawreS	\$290.79	Bus Barn Supplies
34	Malcolm, Mary	\$4,569.20	SPED Contracted Services
35	Mechanical Sales	\$2,862.00	Equipment
36	Merz Ink	\$40.00	Maintenance
37	Meyer Home Center	\$1,677.73	Maintenance Repairs
38	Midwest Bus Parts	\$484.81	Bus Repairs
39	NAEA District 1	\$150.00	Membership Dues
40	NASB	\$130.00	Membership Dues
41	NASB ALICAP	\$221,696.00	Worker's Comp & Liability Insurance
42	National Art & School Supplies	\$245.18	HS Supplies
43	Nebraska Central Equipment	\$271.15	Bus Parts
44	NCSA	\$750.00	Membership Dues & Admin Days Registrations
45	Nebraska State Fire Marshal	\$240.00	Elevator Inspections
46	Nelson, Tabitha	\$1,790.25	Tuition Reimbursement
47	Nodaway Valley Bank	\$3,985.00	Copier Lease

48 NWEA	\$1,982.50	MAP Testing Curriculum
49 OnToCollege	\$3,540.00	ACT Prep Course
50 O'Reilly Auto Parts	\$49.96	Bus Parts
51 Parent-Child Center	\$250.63	Meal Reimbursement
52 PGH&G	\$756.00	District Legal Services
53 Pest Control Services	\$150.00	Pest Control Services
54 Purchase Power	\$401.00	Postage
55 Pyramid School Products	\$411.14	HS Supplies
56 RehabVisions	\$2,539.65	SPED Contracted Services
57 Renaissance Learning	\$563.00	Software Renewal
58 School Datebooks	\$516.67	SS Supplies
59 School Specialty	\$101.19	NS Equipment
60 Sioux City Truck Sales	\$194.60	Bus Repairs
61 Sixpence	\$835.00	Childcare Scholarships
62 Software Unlimited	\$1,233.00	Software Renewal
63 SNC	\$1,289.61	Telephone Service
64 Sysco	\$103.58	MS FACS Supplies
65 Teaching Strategies	\$1,343.00	PCC Curriculum
66 Time Management Systems	\$5,331.75	Absence Management Software
67 Towle Realty	\$525.00	Sixpence Building Rental
68 Trade Well Pallet	\$2,242.55	Playground Woodchips
69 Tri State	\$323.50	Bus Repairs
70 Truck Center	\$1,320.84	Bus Parts
71 Twotrees Technologies	\$611.42	Technology Supplies
72 UNK	\$250.00	Registration
73 US Bank	\$488.69	Travel & Registrations
US Bank	\$2,210.49	Supplies & Equipment
US Bank	\$568.20	Sixpence
74 Water Engineering	\$249.18	Maintenance Agreement
75 Wiltse Electric	\$150.00	Maintenance
76 Wolfes Printing	\$407.50	Bus and Nurse Supplies
77 World Book	\$1,048.35	HS Library Curriculum

Total \$359,485.70

\$1,068,026.27 Payroll - September 2025

GRAND TOTAL **\$1,427,511.97**

Depreciation Fund

1 Amazon	\$648.99	PCC Grant Supplies
2 Amplify	\$1,701.01	Curriculum
3 IXL Learning	\$7,453.13	K-12 Math Curriculum
4 Savvas	<u>\$534.60</u>	Curriculum
	\$10,337.73	

Special Building Fund

1 buckIT	<u>\$9,612.50</u>	District Camera Installation
	\$9,612.50	

Student Fee Fund

1 Falls City High School	<u>\$95.00</u>	Student Fee Reimbursements
	\$95.00	

FALLS CITY SCHOOL LUNCH REPORT AUGUST 2025

BEGINNING BALANCE	\$7,885.32
INCOME	
NORTH SCHOOL DEPOSITS	\$4,247.75
SOUTH SCHOOL DEPOSITS	\$3,173.05
MIDDLE SCHOOL DEPOSITS	\$4,290.75
HIGH SCHOOL DEPOSITS	\$7,955.10
FEDERAL/STATE REIMBURSEMENT -	\$0.00
DISTRICT 56 REIMBURSEMENT-HEALTH INSURANCE	\$7,768.95
HEAD START REIMBURSEMENT-	\$0.00
HIGH SCHOOL ALA CARTE DEPOSITS	\$800.00
MIDDLE SCHOOL ALA CARTE DEPOSITS	\$124.00
NORTH SCHOOL/SOUTH SCHOOL EXTRA MILK DEPOSITS	\$96.95
MISCELLANEOUS INCOME	\$222.59
BANK INTEREST-AUGUST	<u>\$3.83</u>
TOTAL INCOME	\$28,682.97
EXPENSES	
FOOD	\$0.00
ALA CARTE	\$0.00
MILK	\$0.00
BREAD	\$0.00
SUPPLIES	\$1,003.48
MISCELLANEOUS	\$34.95
MILEAGE	\$0.00
FUEL SURCHARGE/DELIVERY FEE	\$0.00
LUNCH MONEY REFUND	\$0.00
SNA CONFERENCE REGISTRATION & HOTEL	\$0.00
MEMBERSHIP DUES	\$0.00
ANNUITY	\$166.67
RETIREMENT	\$157.48
PAYROLL TAX	\$146.08
WAGES EXPENSE	\$1,948.89
BLUE CROSS BLUE SHIELD	<u>\$5,349.83</u>
TOTAL EXPENSES	\$8,807.38
ENDING BALANCE	\$27,760.91
YEAR TO DATE PROFIT (LOSS) 08/1/2025-08/31/25	\$19,875.59

Falls City High School Activity Fund Report - August2025

Beginning Balance \$ 54,510.77

Expenses	General	\$ 544.02
	Technology	\$ 131.15
	Athletic General	\$ 5,328.06
	Girls Basketball Alumni	\$ 240.00
	Basketball	\$ 4,409.48
	Football	\$ 2,351.30
	Football Alumni	\$ 2,675.40
	Softball	\$ 3,217.99
	Volleyball	\$ 3,598.43
	Band	\$ 350.00
	F-Club	\$ 378.62
	FFA	\$ 150.65
	Cheerleading	\$ 20.00
	Yearbook	\$ 1,369.00
	MS - General	\$ 130.88
	MS - Misc	\$ 446.72
	MS - FCA	\$ 44.37
	NS - General	\$ 2,238.13
	PCC	\$ 115.00
	SS - General	\$ 2,091.55
		\$ 29,830.75
Revenues	General	\$ 2,287.47
	Bank Interest	\$ 4.65
	Technology	\$ 684.00
	Athletic General	\$ 1,230.00
	Cross Country	\$ 733.72
	Football Alumni	\$ 12,621.00
	Softball	\$ 956.62
	Volleyball	\$ 60.00
	Musical	\$ 272.33
	Band	\$ 607.75
	F-Club	\$ 2,880.00
	FFA	\$ 100.00
	Cheerleading	\$ 2,916.11
	Yearbook	\$ 450.00
	Faculty Fund	\$ 487.00
	MS - General	\$ 91.00
	MS - Bank Interest	\$ 13.27
	MS - MISC	\$ 175.00
	NS - Bank Interest	\$ 10.77
		\$ 26,580.69

Falls City High School Activity Fund Report - August2025

Ending Balance	\$	51,260.71
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Total Activity Expenses - YTD

22169.10ope Squad	September 2024 Expenses	\$	25,159.86
	October 2024 Expenses	\$	134,131.02
	November 2024 Expenses	\$	18,644.51
	December 2024 Expenses	\$	30,072.87
	January 2025 Expenses	\$	26,690.03
	February 2025 Expenses	\$	31,230.35
	March 2025 Expenses	\$	33,813.39
	April 2025 Expenses	\$	22,169.10
	May 2025 Expenses	\$	66,382.64
	June 2025 Expenses	\$	17,769.21
	July 2025 Expenses	\$	12,071.98
	August 2025 Expenses	\$	29,830.75
	Year to date Activity Fund Expenses	\$	447,965.71



Board Report North Elementary School

September 2025

Safety & Preparedness

- **SRP Instruction:** Mrs. Erickson used guidance time to teach and practice the Standard Response Protocol (SRP) with students.
- **Building Drills:** We have conducted schoolwide SRP drills. The Falls City Police Department will participate in our upcoming SRP Lockdown Drill at North School.

Early Childhood: Pyramid Model

- The Parent Child Center (PCC) is implementing the Pyramid Model for social–emotional development in early childhood.
- The framework emphasizes data-based decision making, evidence-based prevention and intervention, and matched intensity of supports for children who need individualized plans.
- Monthly trainings are scheduled as PCC staff learn and embed these practices.

Literacy: LETRS & Science of Reading

- PreK: Mrs. Embreston will participate in LETRS for Early Childhood trainings through ESU 5 (Beatrice) to strengthen Science of Reading practices in the 5-year-old preschool classroom.
- K–5 (in planning): With support from the ESU 4 CLSD grant, we are exploring LETRS training for K–5 classroom teachers, Title teachers, and special education teachers.
 - *LETRS (Language Essentials for Teachers of Reading and Spelling)* is a comprehensive professional learning program that deepens teacher expertise in phonological awareness, phonics, fluency, vocabulary, comprehension, and written language—building capacity to diagnose needs, plan instruction, and differentiate.
 - This is our next step following the WORDS grant work.

Mathematics: Acceleration Project

- The Math Acceleration Project continues this school year with ESU 4. The goal is to build capacity among ESU leaders, district leaders, and teachers to implement high-quality instructional materials (HQIM) in mathematics K–12.

Professional Learning (Administrator)

- I participated in the NAESP Region 1 Meeting and the ESU 4 Principals' Cadre. These sessions provide opportunities to collaborate with colleagues, network, and address elementary-focused topics to strengthen our work at North School.

Upcoming Events:

- ☐ Wednesday, September 10: Bus Evacuation Drill
- ☐ Tuesday, September 16: Lockdown Drill with FCPD
- ☐ Monday, September 22: PLC Full Day
- ☐ Tuesday, September 23: Math Acceleration (IPG walkthroughs)
- ☐ September 24 - 25: NCSA: Educators Academy for Legislative Advocacy



FALLS CITY SOUTH ELEMENTARY SCHOOL

1000 Fulton Street
Falls City, NE 68355-3032
402.245.4067
fctigers.org

South School Principal's Report September 2025

Testing:

We are almost to the finish line for beginning of the year testing! Most classes only have one MAP test left to complete. Students complete the STAR test, IXL Diagnostic, Dibels, and MAP Growth tests. These tests give us a good snapshot of where each student is academically, and where we need to improve throughout the school year.

Standard Response Protocol:

Mrs. Erickson has been using some of her guidance time to review SRP drills in the classroom. We have also been practicing these drills as a building. Bus evacuation drills will take place on Wednesday, September 10th. In partnership with the Falls City Police Department and Richardson County Sheriff's Office, we will be conducting a lockdown drill on Wednesday, September 17th.

ELA: Our elementary has begun year four of CKLA. This brings excitement to our building as our third graders have had this curriculum all the way through. With Dibels testing complete, we will begin to develop Individualized Reading Improvement Plans (IRIP) in accordance with the Nebraska Reading Improvement Act.

Math: As we begin year two of Envisions, students have started the year with a sense of familiarity. After our pre-service with Tara Gossman of ESU 4, our building was able to set common expectations of use for the curriculum. Our work with the Math Acceleration project will continue this year as we work to provide quality math instruction.

PD: On September 3rd, I had the opportunity to attend The New Teacher Project (TNTP) presentation at ESU 4 with Shelly and Ethan. They have completed comprehensive research on schools across the nation and were able to share vital information on what trajectory schools have been doing to close achievement gaps.

Respectfully submitted,
Brandon Gibson

Important Dates:

September 9 - Teller Training
September 10 - Bus Evacuation Drill @ 9:00
September 10 - FIB ladies volunteering at SS
September 11 - Tornado Drill
September 12 - No School (Fair Day)
September 22 - Full Day PLC
September 23 - Math IPG's with Tara Gossman
September 29 - Tiger Branch Bank rally @ 10:00
October 2 - Health Van



Falls City Middle School
School Board Report 9/08/25
Meghan Robeson FCMS Principal

We are excited to share that the 2025–2026 school year is off to a strong start at Falls City Middle School. The energy around our fall sports season has been contagious, and it has been wonderful to see our student-athletes representing FCMS with pride and determination. Cross Country has already competed in two meets, with phenomenal individual showings that highlight the hard work and dedication of our athletes. Our first volleyball game takes place this evening against HTRS, and our football team will kick off their season on September 16th against Conestoga.

Academically, we are in the process of wrapping up our fall MAP testing. Once completed, our staff will begin the important work of analyzing student scores to help guide instruction and support individualized student growth. Using this data to inform our decisions ensures that each student receives the right level of challenge and support as we move through the school year.

We are also excited to introduce two new quarter classes at FCMS this fall. Our 7th grade students will now take Personal Finance in addition to FACS, IT, and Computers. This addition gives students early exposure to practical financial literacy skills that will serve them well in the future. At the 8th grade level, students will now participate in a Careers class, taught by our middle school counselor. This course provides students with the opportunity to explore potential career pathways while also beginning the important transition conversation about what courses and opportunities they would like to pursue as they enter high school. Both classes are designed to help students engage in real-world skill building and better prepare for their next steps.

Looking ahead, we are preparing for our first full-day PLC on September 22nd. We are eager to utilize this dedicated time for meaningful, student-centered, and data-driven conversations about how best to support our kids.

Overall, the start of this school year has been marked by enthusiasm, new opportunities, and a continued commitment to student growth and success. We look forward to building on this momentum and ensuring that 2025–2026 is a year of growth, achievement, and positive experiences for all of our students.

Respectfully submitted,
Meghan Robeson
Principal, Falls City Middle School.



FALLS CITY PUBLIC SCHOOLS

September School Board Meeting *High School Principal's Report* September 8th, 2025

Continuous Improvement

Communication:

- Class Numbers

Seniors	Juniors	Sophomores	Freshmen	Total
59	51	55	71	236

Vocational Partnerships:

- FFA will be headed to Husker Harvest Days with one of the largest groups of students since I have been here.
- Work-Based Learning - 40 Students participating in the program.

Academic Improvement:

- CLSD Grant work has been a focus of Secondary Leadership
- MAP testing is underway

Student Activity Engagement:

- Homecoming Game is September 26th
- Class Officers

	Seniors	Juniors	Sophomores	Freshmen
President	Evie Rue	Bowdy Jones	Camden Jean	Kaytlin Rhodd
Vice President	Carlea Dunkhas	Dayton Snethen	Madalynn Hawley	Josslyn Bangert
Secretary	Brock Caudle	Jennifer Sweeney	Bella Johansen	Kalix Ewing
Treasurer	Cade Caudle	Gabi Young	Trenton Barber	Aaron Selleck
Student Council	Ella Glathar	Harley Sutton	Bristol Titus	Zade Bents
Student Council	Emmett Daake	Jazzy Strecker	Addison Daniels	Martin Irizarry



Dr. Offner – September 8th, 2025 Board Report

1. Board committees
 - a. Negotiations – Will be starting in the next few months
 - b. Building and grounds
 - i. Project list
 1. Roofs of HS and North Gym roofs
 2. Track resurfacing – October of 25
 3. Heat pumps in High school – Helm Study
 4. Elevators – Middle And High
 5. Middle School Fire Panel
 6. Missing any?
2. Building update
 - a. Hope to move forward with BVH
3. Staffing
 - a. New staff
 - i. Looking for one para. – one left
4. Other
 - a. Budget update – reorganizing site budgets and fiscal process for more oversight at a glance – school CC and other budgetary controls – still underway
 - b. School email for board members – who still needs assistance
 - c. NASB Area membership meeting, Wednesday, September 10th, Nebraska City – you are registered
 - d. Have had a request to review the code of conduct – Will work with the admin team on this
 - e. State Conference is November 19th – 21st – registration opens Sep 10th – room request are wed Sep 24th – need to know asap



FALLS CITY

PUBLIC SCHOOLS

1415 Morton Street
Falls City, NE 68355-0129
402.245.2825
fctigers.org

FALLS CITY PUBLIC SCHOOLS

BOARD POLICY

CODE: 3110

FUNDRAISING

The Board of Education supports and encourages those school groups who wish to undertake fundraising events in order to help finance various school activities. The Board of Education also recognizes the need to regulate the number and type of school fundraising activities in order to best serve the interests of the students, school, business community, and the parents.

The Board of Education directs the Superintendent of Schools, or designee, to develop guidelines for the regulation of school sponsored fundraising activities.

Adopted:	July 8, 1996
Revised:	July 8, 2002
Revised:	July 13, 2009
Reviewed:	April 14, 2014
Reviewed:	May 8, 2017
Revised:	January 11, 2021
Reviewed:	September 8th, 2025

FALLS CITY PUBLIC SCHOOLS

ADMINISTRATION REGULATION

CODE: 3110

FUNDRAISING

The administration will regulate the number of fundraising activities for students in all grades. Fund raising activities must have prior approval of the Administrative Council.

I. GUIDELINES:

1. The attached list of current fundraising activities is approved. (until further notice)
2. Students in grades K-3 will not participate in fund raising activities.
3. Sponsors will collect money daily and leave the funds with the administrative assistant at their respective building.
4. Applications for additional fund raisers must include the following:
 1. Name of organization and sponsor.
 2. Type of fund-raiser.
 3. Anticipated use of funds.
 4. Dates: include months and days.

Adopted: July 8, 1996
Revised: July 8, 2002
Revised: July 13, 2009
Reviewed: April 14, 2014

Reviewed: May 8, 2017
Revised: January 11, 2021
Reviewed: September 8th, 2025

FALLS CITY HIGH SCHOOL FUNDRAISERS

CHORUS & BAND BOOSTERS

- | | |
|---|----------------|
| 1. Sell Meat and Cheese | November |
| 2. Gate from Musical/Madrigal covers cost-no profit | April/December |
| 3. Dessert Bar for Winter Concert | December |

FOREIGN LANGUAGE CLUB:

- | | |
|--------------------------|---------|
| 1. Sell single food item | October |
|--------------------------|---------|

YEARBOOK:

- | | |
|-----------------------|-----------|
| 1. Sell Ads | September |
| 2. Winter Sports Pins | Nov - Dec |

FFA:

- | | |
|----------------------------|---------|
| 1. Sell Fruit | October |
| 2. Pancake/Labor Auction | March |
| 3. Concessions at Toy Show | March |

DRAMA:

- | | |
|-----------------------------|----------|
| 1. Donations at door - Play | December |
| 2. Tickets Sales - Play | |

BASKETBALL TEAM:

- | | |
|---|-----------|
| 1. Help at Alumni Tournament | April |
| 2. Summer Basketball Camp 3-8 th | June/July |

VOLLEYBALL TEAM:

- | | |
|------------------------------|-------|
| 1. Help at Alumni Tournament | April |
|------------------------------|-------|

FOOTBALL TEAM:

- | | |
|--|--------|
| 1. Tiger Football Cards (local businesses) | August |
|--|--------|

STUDENT COUNCIL:

- | | |
|---------------------------|----------|
| 1. Valentines Candy Sales | February |
|---------------------------|----------|

ART:

- | | |
|------------------------------|----------|
| 1. Paint Windows (donations) | December |
|------------------------------|----------|

FCCLA:

- | | |
|--------------------------|----------|
| 1. Sell single food item | February |
|--------------------------|----------|

JUNIOR CLASS:

- | | |
|------------------------------------|----------|
| 1. Tour of Homes (If funds needed) | December |
| 2. School Dance (If funds needed) | TBD |

SOPHOMORE CLASS:

- | | |
|--------------------|-------------|
| 1. Trash bag sales | March/April |
|--------------------|-------------|

FRESHMAN CLASS:

- | | |
|-----------------|-----------|
| 1. Cookie Dough | September |
|-----------------|-----------|

F-CLUB:

- | | |
|---------------------------|-------------|
| 1. Alumni Golf Tournament | July-August |
|---------------------------|-------------|

CHEERLEADERS: (Purchase own clothing, raise funds
for non-school activities)

- | | |
|--------------------|----------|
| 1. Turkey Bingo | November |
| 2. Detergent sales | May |

BASEBALL:

- | | |
|----------------------------|-------|
| 1. Cookie Dough | March |
| 2. Baseball Clothing sales | March |

**FALLS CITY MIDDLE SCHOOL
FUNDRAISERS**

MIDDLE SCHOOL LIBRARY:

1. Magazine/Food Sales

Winter

MIDDLE SCHOOL

1. Chautauqua

Spring

**FALLS CITY ELEMENTARY SCHOOLS
FUNDRAISERS**

ELEMENTARY LIBRARY:

1. Book Fair
2. Book Fair
3. Magazine Sales (4th & 5th grades)

Fall

Spring

Winter

FALLS CITY PUBLIC SCHOOLS

BOARD POLICY

CODE: 4225

TITLE IX POLICY AND GRIEVANCE PROCEDURES

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. Definitions. As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - 2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - 2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
 - 2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses)
Unlawful, non-forcible sexual intercourse.
- 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse by a person at least nineteen years of age with a person who is under sixteen years of age
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—
- 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
- 2.6.4.2.1. The length of the relationship.
- 2.6.4.2.2. The type of relationship.
- 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
- 2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- 2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

- 2.6.5.3. shares a child in common with the victim; or
- 2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- 2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - 2.6.6.1. fear for his or her safety or the safety of others; or
 - 2.6.6.2. suffer substantial emotional distress.
- 2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

- 3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment

must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. General Response to Sexual Harassment. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. Administrative Leave. Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a

witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. Range of Possible Sanctions and Remedies. Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

5.1.8. Range of Supportive Measures. The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. Respect for Privileged Information. The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. Notice of Allegations.

5.2.1. Initial Notice. Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false

statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be

accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior

sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

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

5.7.2. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7.3. Written Determination. The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

5.7.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.3.3. Findings of fact supporting the determination;

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

5.7.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

5.7.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within three calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

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

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

- 5.9.1.1. The allegations;
 - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
 - 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
- 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or

as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. Specific Circumstances.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX

and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted: July 12, 2021
Revised: September 12, 2022
Reviewed: September 8th, 2025

Re: ***Notice of Title IX Policy***

Dear Applicant:

The Falls City Public School Board of Education has adopted policy 4225 regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy may be found in our handbooks.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both.

The Title IX Coordinator is Wendy Craig who may be contacted in person, by mail, by telephone, or by electronic mail at 1415 Morton Street, Falls City NE 68355, 402-245-3455, and wcraig@fallscityps.org.

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

Re: ***Notice of Title IX Policy***

Dear Students and Employees:

The Falls City Public School Board of Education has adopted policy 4225 regarding Title IX, the prohibition against discrimination on the basis of sex, and grievance procedures for complaints. This policy may be found in our handbooks.

Pursuant to this policy, the district does not discriminate on the basis of sex in any education programs, which extends to admission and employment. Inquiries

about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the assistant Secretary for Civil Rights of the United States Department of Education, or both.

The Title IX Coordinator is Wendy Craig who may be contacted in person, by mail, by telephone, or by electronic mail at 1415 Morton Street, Falls City NE 68355, 402-245-3455, and wcraig@fallscityps.org.

The assistant Secretary for Civil Rights of the United States Department of Education may be contacted at: U.S. Department of Education, Office for Civil Rights, Washington, D.C. 20202-1100.

FALLS CITY PUBLIC SCHOOLS

BOARD POLICY

CODE: 5420

SCHOOL MEAL PROGRAM AND MEAL CHARGES

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

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

Payment Options. Families may pay for school lunches using cash, check, credit card, or ACH payment. Electronic or e-fund payments are also available through a link on the school district's website.

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

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

The district's policy on charged meals is if a student has no funds available to pay for a meal, the student will be provided and charged for up to ten meals. If a student has no funds available to pay for a meal, the building principal or his or her

designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. A la carte or extra items will be available for a cash purchase only.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

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

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

Adopted: June 12, 2017
Reviewed: February 8, 2021
Revised: September 12, 2022
Reviewed: September 8th, 2025

RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. 74- 0056 - 2025

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of Falls City Public Schools passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of Falls City Public Schools resolves that:

1. The 2025-2026 property tax request be set at:

General Fund:	\$	8,088,828.00
Bond Fund:	\$	-
Special Building Fund:	\$	665,785.00
Qualified Capital Purpose	\$	-
Undertaking Fund:		

2. The total assessed value of property differs from last year's total assessed value by 13.49 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property would be 0.620555 per \$100 of assessed value.
4. Falls City Public Schools proposes to adopt a property tax request that will cause its tax rate to be 0.63968 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Falls City Public Schools will increase (decrease) last year's budget by 7.1 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2025.

Motion by _____, seconded by _____ to adopt Resolution # _____.

Voting yes were:

Voting no were:

Dated this _____ day of _____, 2025

8/25/2025

Andrew Offner, Superintendent
Falls City Public Schools
1415 Morton Street
Falls City, NE 68850
aoffner@fallscityps.org

Letter of Agreement - FACILITIES ASSESSMENT

Andrew,

Thank you for the opportunity to continue the relationship with Falls City Public Schools with master planning for your school district. We appreciate the long-term relationship with the district.

I. DESCRIPTION OF WORK

BVH will assist Falls City PS to analyze existing facilities, determine the facilities alignment for current and future educational programs, curriculum and delivery, conduct community engagement, and establish potential project budgets, schedules, and phasing plans.

II. SCOPE OF WORK & PHASE COMPONENTS

The Architect shall furnish and perform the following Basic Professional Services during the project:

Basic Service Phases:

A. Facilities Assessment

During this phase, the BVH team will study the existing facilities at the following sites to understand the current physical conditions. A report of findings and recommendations will describe the short and long term facilities need. Within this report, a facilities conditions score will be made which relates the existing structures to new facilities in order for the district to make informed decisions on potential facilities investments.

Study Sites:

- a. North Elementary School
- b. South Elementary School
- c. Middle School
- d. High School

B. Educational Alignment - ***Most of this work was performed during the last study. An overview process is included in this agreement to review the prior study findings and***

determine design direction with any new findings that arise.

THIS WAS PERFORMED IN THE LAST STUDY:

- a. Current facility's alignment to teaching and learning best practices
- b. Enrollment projections utilizing district data (10-year data history broken down by grade level is usually sufficient)
- c. Building grade configurations
- d. Space Planning for reconfigurations, renovations & potential additions
- e. Safety and security, code and life safety current conditions

Duration: Typically 1 to 2 months, depending on participant availability and the school's decision-making process. 2 to 3 meetings are anticipated in this phase.

Deliverables:

The following information will be prepared throughout the process:

- Facility Heat Maps
- Staff / Student Surveys
- Space Programs (for each site)
- Recommendations for Master Planning

C. FUTURE PHASE TO BE CONTRACTED SEPARATELY:

Master Planning Design for facility usage, renovations, additions and potential new facilities:

Deliverables:

The following information will be prepared throughout the process:

- Site Plan/Floor Plan Describing the Master Plan Scope of Work
- Phasing Plans (as needed)
- 2-3 Renderings are included
- Estimates of Probable Cost:

Note: BVH provides general cost estimates based on our understanding of the construction market through similar current projects. If detailed estimating is desired by a professional cost estimator or a contractor this can be included as an additional service.

D. Community, Staff and Student Engagement is included in our processes above to gain insight from these important stakeholders and help build support for the resulting project.

We anticipate the following sessions in the process:

- a. 2 All Staff Meetings
- b. 4 District Administrator Meetings
- c. 2 Student Group Meetings
- d. 4 Community Meetings

E. Board &/or Board Committee Meetings are included in the process as needed.

Design Team Members Anticipated:

- Master Planning Lead & Architectural Design: BVH Architecture
Key Staff: Cleve Reeves, Cynthia Ray & Mike Daily
- Mechanical, Electrical, and Plumbing Engineering: Engineering Technologies Inc.
Key Staff: Derek Kotschwar

Design Services Not Anticipated For This Scope Of Work, Can Be Added If Needed:

- Detailed Estimating
- Civil, Structural & other engineering services not included above
- Project Funding Assistance
The BVH team usually works alongside the school district's fiscal agent to help determine potential bond levy impacts if a bond referendum or other financing mechanism is anticipated. Some fiscal agents will lead community engagement processes in this phase, while others will look to BVH or the school to lead these processes. We can support others or lead should these processes be needed.

Once the preferred design solution for the project(s), cost estimate, and potential phasing plans are determined, the BVH team will assist the school with information materials that can be used to help educate the community on the cost and benefits of the proposed project(s). These materials can include:

- Fact Sheets, Flyers, Brochures
- Display Boards
- Informational Website
- Educational Social Media and/or Email Campaign
- Community Presentations

III. COMPENSATION FOR PROFESSIONAL SERVICES

1. The basic professional design services described above will be completed for the stipulated sum as follows:

Facilities Assessment & Educational Alignment Review	\$45,000
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Our cost for this work is typically two times this amount or more. We will absorb the cost beyond the amount noted above as an investment in the relationship with the school as well as your future project, provided that the district retains the BVH team for project(s) resulting from this planning process.

BVH

ARCHITECTURE

2. Reimbursable Expenses, which may include but not be limited to printing, mileage, photography, reproduction of drawings, postage, delivery/messenger service, lodging, meals, filing fees, miscellaneous supplies, etc. are in addition to the basic professional design services listed above and will be billed at our invoice cost times 1.10.
3. Consulting Engineers & other consultants not already included, should they be required, are in addition to the basic professional design services and fees listed above and will be billed at our invoice cost times 1.10 or negotiated prior to performing the work.
4. Any additional work not included in this Letter-Agreement will be performed at our standard hourly rates or negotiated prior to performing the work.

IV. BILLING

1. Billing is sent on a four-week schedule. Payment is due upon receipt of the invoice and will be made via electronic funds transfer (EFT). BVH Bank account information will be provided upon execution of this document. A late fee of 1.25% (15% annualized) will be made on unpaid balances twenty-eight (28) days past due.

V. MISCELLANEOUS PROVISIONS

1. Services required for governmental agency reviews, securing approvals, etc., other than normal review by the City Building Department and the State Fire Marshal will be considered as an Additional Service.
2. It is understood and agreed that this Agreement does not contemplate a design involving in any way any type of hazardous waste material. The Owner hereby agrees to indemnify the Architect for any claims, lawsuits, expenses or damages arising from or relating to the handling, use, treatment, purchase, sale, storage or disposal of any type of hazardous waste materials.
3. Limitation of Liability: The Owner agrees to limit the Architect's Liability to the Owner, due to the Architect's negligent acts, errors or omissions, such that the total aggregate liability of the Architect to the Owner, shall not exceed the Architect's total design fee for professional design services rendered on this project. If a required component of the project is omitted from the construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included in the original construction documents. The Owner agrees that the Architect will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
4. If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations,

regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

5. The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.
6. Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.
7. The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of completion of the design phase and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
8. Corporate Protection Clause: It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against BVH Architecture, a Nebraska corporation, and not against any of the Architect's individual employees, officers or directors.
9. The Drawings, Specifications, and other documents, whether in hard copy or machine readable form, prepared by the Architect and marked with the copyright symbol for this project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all copyright interests. This is to include all sketches and renderings, hand-drawn or computer-generated, and the use or reproduction of same for news releases or any other purposes is to be done only with the permission of and with credit given to the Architect.

BVH ARCHITECTURE

We trust this Letter-Agreement meets with your approval. Please sign and return one copy to our office, and retain another copy for your records. If you have any questions, please contact me.

Sincerely,
BVH Architecture

Accepted,
Falls City Public Schools



Cleve Reeves, AIA, ALEP
Principal

Signed: _____

Name: _____

Date: _____

Enclosure:
Exhibit A BVH Standard Hourly Rates

EXHIBIT A:

BVH Standard Hourly Rates

Senior Principal	\$325
Principal	\$275
Senior Project Manager	\$245
Project Manager	\$225
Senior Architect	\$200
Architect	\$165
Senior Interior Designer	\$160
Graphic Designer	\$130
Project Coordinator	\$120
Interior Designer	\$115
Administrative	\$115
Student Intern	\$85

These rates are in effect through December 31, 2025.

Proposal for Afterschool Tutoring Program “Reading Club”

Purpose

The purpose of the Afterschool Tutoring Program is to provide additional instructional support for students in Kindergarten through 5th grade who are receiving Tier 2 or Tier 3 interventions and score in the *yellow* or *red* ranges on the mCLASS assessments. This program is designed to accelerate learning, close achievement gaps, and provide small-group, targeted support aligned to student needs.

Program Structure

- **Eligibility:** Students in K–5 identified as needing Tier 2 or Tier 3 interventions, scoring in the yellow or red benchmark categories on mCLASS.
- **Sessions:**
 - 10 tutoring sessions, 45 minutes in length (3:30-4:15 p.m.) in the fall semester
 - 10 tutoring sessions, 45 minutes in length (3:30-4:15 p.m.) in the spring semester
- **Proposed Budget:**
 - \$30 per hour ($\$30 \times 11 = \330 per tutor)
 - Each tutor would receive payment for 1 hour mandatory training
 - \$9,900 per semester or \$19,800
 - \$2,000 stipend for Melissa Hawley as the tutoring support/supervisor
 - Tutor training
 - Organizing of staff/students
 - Data Collection
- **Group Size:** No more than 4 students per tutor to allow for individualized instruction and support.
- **Focus Areas:** Literacy with direct alignment to student intervention needs.

Staffing & Training

- **Tutors:**
 - Up to 30 tutors will be needed to support the program across all grade levels (K–5).
 - Tutors will be certified teachers or qualified staff.

- Tutors will receive a stipend for their participation.
 - WORDs grant stipend was \$750 per semester.
 - 10 tutoring sessions (3:30-4:15 p.m.)
- **Coordinator:**
 - Mrs. Melissa Hawley will serve as the Program Coordinator, overseeing scheduling, tutor assignments, progress monitoring, and communication.
 - Mrs. Hawley will receive a stipend for her leadership responsibilities.
- **Training:**
 - All tutors will be required to participate in a short training session led by Mrs. Hawley.
 - Training will outline expectations, instructional strategies, progress monitoring requirements, and reporting procedures.

Budget Considerations

- **Tutor Stipends:** Based on number of sessions and hourly rates, to be determined by district policy.
- **Coordinator Stipend:** Fixed amount for program oversight.
- **Instructional Materials:** Use of existing intervention resources, supplemented with additional targeted materials if necessary.

Expected Outcomes

- Increase in the number of students moving from *red/yellow* to *green* on mCLASS assessments.
- Improved student confidence and classroom performance.
- Strengthened home-school partnership as families see targeted support provided beyond the regular school day.
- Increased teacher collaboration through data-driven tutoring groups and shared progress monitoring.

Monitoring & Evaluation

- Tutors will track attendance and progress for each student.
- Progress will be reviewed at mid-point (after 10 sessions) and at the end of spring (after 20 sessions total).
- Adjustments will be made based on student performance and teacher feedback.

Building a Strong MTSS Framework at Falls City Secondary Schools

Why Partnering with District Management Group (DMGroup) is Effective

Purpose and Alignment

Falls City High School and Middle School are committed to building a Multi-Tiered System of Supports (MTSS) that ensures every student receives the right level of academic and behavioral support. Partnering with District Management Group (DMGroup) through their Breakthrough Results Program (BTR) provides a structured, research-proven pathway to achieve this. Their work aligns directly with the Nebraska Department of Education's goals for literacy and student success, including raising proficiency rates for all students and closing achievement gaps.

What DMGroup Brings

- **Dedicated Coaching & Leadership Support** – Each school team will be paired with a professional coach to guide rapid-cycle improvements, while district leaders receive direct leadership coaching to strengthen long-term capacity.
- **Data-Driven Decision Making** – DMGroup provides robust analytics and easy-to-use dashboards so teachers and leaders can adjust instruction and interventions in real time.
- **Integrated Professional Development** – Training and support are built into the daily work of educators, making it practical and immediately applicable.
- **Capacity Building** – Staff learn new leadership and instructional strategies that can be sustained after the program ends.
- **Proven Results** – The BTR program has been implemented in more than 1,500 schools nationwide, supporting over 10,000 educators and 50,000 students with measurable performance gains.

How It Works for Falls City

- Two school-based MTSS teams (one at the high school, one at the middle school) will participate each semester.
 - The programs will follow the same process to create consistency between buildings.
- Teams will set SMART literacy goals aligned with district priorities and track progress weekly.

- Outcomes will be analyzed and reported back to staff and the board, ensuring accountability and transparency.
- Leadership coaching ensures principals and district leaders can sustain MTSS practices beyond the life of the program.

Cost and Funding

- The cost of participation is \$100,000 for the 2025-26 school year.
 - Billing will be spread out over multiple years to allow access to both years of grant funds.
- This investment is fully covered by the Comprehensive Literacy State Development (CLSD) Grant that Falls City was awarded (\$113,750 over two years).
- No additional district funds are required.

Why This Matters Now

Implementing DMGroup's Breakthrough Results Program will give Falls City an effective MTSS framework that strengthens literacy outcomes, builds educator capacity, and ensures our schools are positioned to meet Nebraska's ambitious 2030 goals. This partnership represents a rare opportunity to leverage state grant funding to achieve long-lasting improvements for our students.

August 28, 2025

Meghan Robeson & Ethan Sullivan
Secondary Principals
Falls City Public Schools
1415 Morton St
Falls City, NE 68355

Dear Meghan & Ethan,

The District Management Group (DMGroup) is pleased to present a proposal to Falls City Public Schools (FCPS), as part of your Comprehensive Literacy State Development (CLSD) grant to achieve outstanding, measurable results for students and build professional MTSS capacity among teachers, principals, and school district staff through a robust, comprehensive, multi-semester partnership rooted in our proven **Breakthrough Results Program**.

DMGroup is uniquely positioned to support the important efforts of FCPS as you work to achieve the ambitious goals set out by the Nebraska Department of Education, such that by 2030:

- 81.5% of eighth grade students meet or exceed proficiency on state reading/ELA assessments;
- 73% of eleventh grade students meet or exceed proficiency on the ACT; and
- 63% of students with a disability meet or exceed proficiency on state reading/ELA assessments.

DMGroup's **Breakthrough Results Program** is a structured program that achieves outstanding measurable performance gains by combining dedicated coaching, real-time, integrated professional development, collaboration, ongoing data analysis, and reporting to enable schools to realize meaningful performance goals while building lasting capacity. *It is thus an excellent bridge between the ambitious goals of the Nebraska Department of Education and the day-to-day efforts of FCPS.*

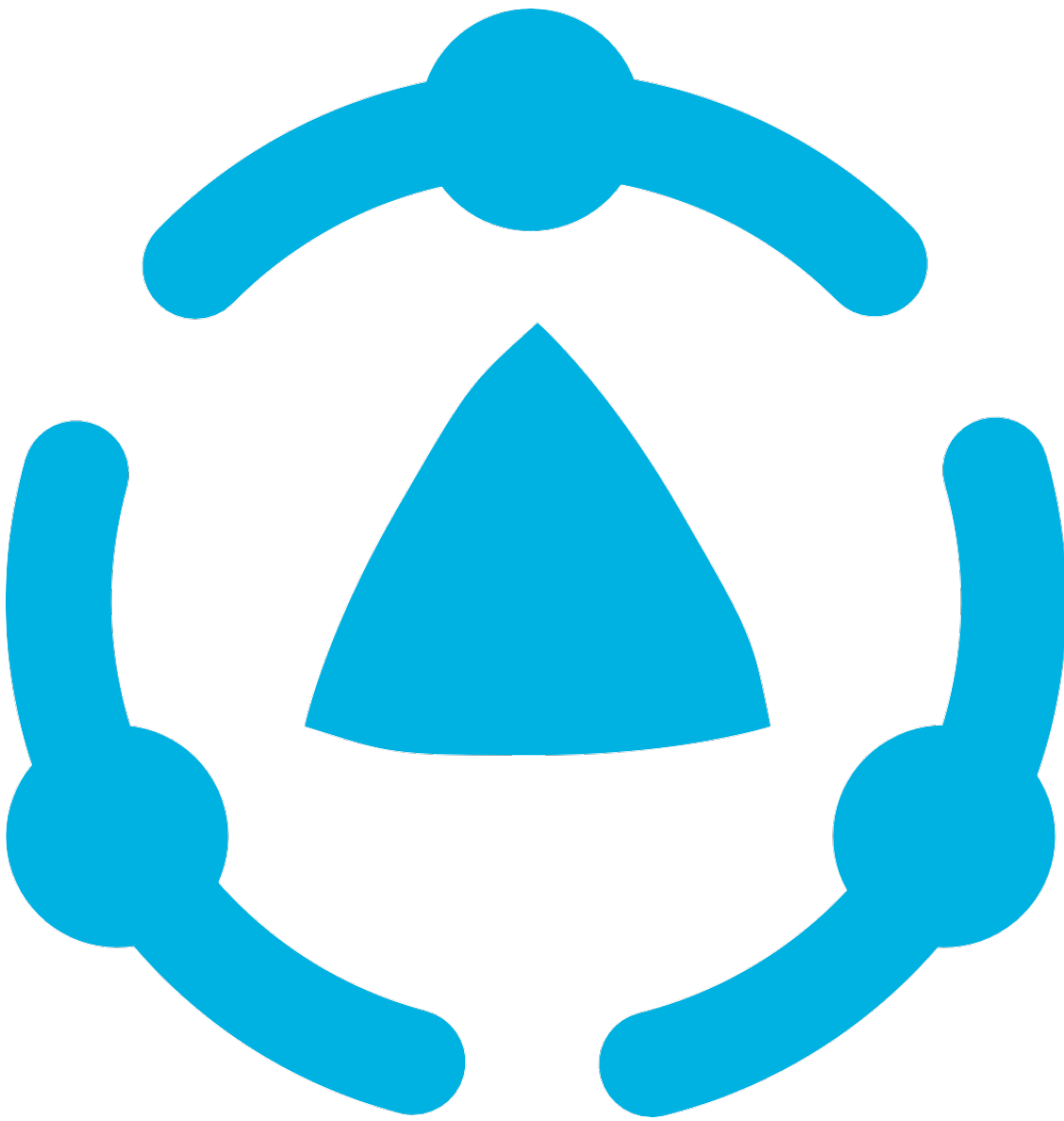
Through DMGroup's research-proven and field-tested **Breakthrough Results Program**, FCPS will achieve real results for students while building the MTSS structure and capacity needed to transform the performance of students.

We look forward to working with you.

Sincerely,

John J-H Kim
Chief Executive Officer

Shannah Varón
Managing Director



Breakthrough Results Program: Achieving Outstanding Results while Building Professional Capacity

Proposal for

Falls City Public Schools

August 28, 2025



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Executive Summary

District Management Group (DMGroup), founded in 2004, has a 21+ year successful track record of partnering with urban school districts and schools to connect academic programming and the delivery of high-quality instruction in order to:

- accelerate student learning across elementary, middle, and high schools; and
- meet and exceed ambitious goals outlined in district strategic plans; and
- build and strengthen teacher and educator capacity to sustain these improvements.

With this long track record of success and deep experience, DMGroup is uniquely positioned to support the important and ambitious goals of Falls City Public Schools (FCPS) through the Comprehensive Literacy State Development (CLSD) grant for multiple years.

To help support the ambitious goals in FCPS, DMGroup would implement DMGroup's research-proven and field-tested **Breakthrough Results (BTR) Program**. This program is based on *Performance and Improvement Sciences* used widely in the best performing schools and districts, various industries, non-profit organizations, and government entities. Adapted specifically for public schools and school districts over many years, DMGroup has successfully implemented BTR Program in more than 1,500 schools in the past 10 years, with more than 10,000 teachers and educators, and has helped more than 50,000 students across the country.

DMGroup's BTR Program is a structured process that achieves outstanding measurable performance gains supported by dedicated coaching and real-time, integrated professional development to enable schools to realize meaningful performance goals. This rapid cycle of teaching, prototyping, and implementation, driven by a focus on performance results, will create a sense of energy and urgency to generate positive results for literacy achievement through MTSS. The BTR Program works from the "top down" as well as "bottom up" to achieve outstanding results, build team and school administrator leadership capacity, and transform the performance and culture of the entire school. It encompasses performance coaching for participating teachers and staff members of the school.

A multi-faceted DMGroup Team will be dedicated to this effort including the following resources:

- **A DMGroup Leadership & Performance Coach** will support, coach, and professionally develop MTSS leaders, teachers, and participating building leaders working in rapid action learning cycles to work through a process that achieves targeted, measurable student results in rapid cycles to support the MTSS goals of the school and building leadership.



- **DMGroup Data Analytics Team** will provide frequent and rigorous data and performance goal tracking and support on a regular, timely basis using easy-to-use data dashboards to support the data-driven actions of the school staff and leaders.
- **DMGroup Project Management Team** will provide comprehensive, in-depth, “soup to nuts” project management support and services to all participating teams. The priority is to ensure that FCPS staff are not burdened with logistical or project management duties in conjunction with this work. This project management team will also be responsible for ensuring that there is frequent communication on progress and project updates at all levels.

With DMGroup’s extensive experience and comprehensive approach, the BTR Program can amplify the significant investments that FCPS has already made in their MTSS framework and literacy advancement (e.g., curricular resources, professional development, etc.) in order to meet or exceed the district’s ambitious goals.

In addition, DMGroup is pleased to partner with leaders in FCPS to identify, and if needed, custom-build, appropriate progress monitoring tools for secondary literacy. We acknowledge the need for stronger resources for teachers and students struggling with literacy at the secondary level, and are excited to work in partnership to create a plan and a set of tools that can serve the students of FCPS and that can be an exemplar peer district across Nebraska.



Project Approach

DMGroup's **Breakthrough Results (BTR) Program** is a proven and comprehensive program that will help achieve outstanding measurable student results while building leadership and MTSS capacity of the FCPS teachers, select school staff, school administrators and building leaders. Participants will explore new ways of working together and create a healthy space to try new strategies and build trust amongst the team and transform school culture to support continuous improvement that will be lasting.

BTR Program will provide the following:

- **Dedicated BTR Performance Coach** who will work with school-based teams established for specific subject areas for improvement to achieve outstanding results.
- **Dedicated BTR Leadership Coach** for 2 district leaders, providing strategic leadership coaching to enhance their ability to guide and support school-based BTR teams in driving measurable results.
- **BTR Data Analytics Team** who will help gather data and present them in a timely and actionable manner to all participants.
- **BTR Project Management Team** who will ensure that all aspects of the project are executed smoothly, with fidelity, and with minimal burden on school-based staff.

Key principles of the **BTR Program** approach include the following components:

- **Focus on results:** The BTR Program's change theory is based on the belief that "successful change programs begin with results"¹ and thus the best way to achieve change is to ensure that teams achieve and experience results.
- **Achieve with urgency:** There is a lot of research that demonstrates the importance of working with a sense of urgency and limited time. These sets of circumstances create the conditions for rapid trial and error cycles, discovering new solutions, and establishing a short "plan-do-act" cycle that reinforce results.
- **Adjust actions based on data:** Having access to accurate and actionable data frequently is one of the foundations for helping teachers and school leaders make constant adjustments in teaching and student support that can yield rapid results. A lot of work will be done by the DMGroup team (behind the scenes) to

¹ This is attributed to Robert H. Schaffer, founder of Schaffer Consulting in Stamford, Connecticut. He is also a coauthor of *Rapid Results! How 100-Day Projects Build the Capacity for Large-Scale Change*



ensure that teachers and school leaders have ready access to useful and actionable data that can inform the work in the classroom and schools.

- **Provide Just-in-time coaching and professional development:** Voluminous research support providing adult training and support on a just-in-time basis. Providing training and support at the time when school leaders and teachers need the new capability and that allows them to employ the newly acquired skill immediately is far more effective than teaching a skill in a classroom setting to be used many days or weeks later.
- **Build cohesion, trust, and teamwork:** The BTR Program is designed to establish a sense of teamwork based on mutual trust and accountability among participants. Numerous research indicates that the strongest performing teams are ones that can rely on each other, establish high standards for one another, and work constructively with a strong sense of accountability. BTR Program is designed to do just that.
- **Empower school-based teams:** The BTR Program approach believes that transformational and lasting change is based at the school and classroom. Thus, BTR Program will help form high functioning and results-oriented teams that will be empowered and supported to achieve outstanding results and build lasting capacity.
- **Provide public support and public accountability:** The BTR Program approach also harnesses the power of working together where each school team will know that they are all part of a similar effort across FCPS to achieve outstanding results.
- **Consolidate learning and build lasting capacity:** A final step in the BTR Program is to help arrange and facilitate a reflection and learning cycle designed to help participants consolidate their learning and build lasting capacity for change and achieving results through a process of organizing, reflecting, and incorporating the lessons learned from this work.



Detailed Work Plan – Project Timeline and Key Deliverables

The BTR Program has developed a process to assist school-based MTSS teams as they roll out this initiative and engage in the continuous improvement process to reflect upon and refine the work. The BTR Program consists of one (1) cycle (e.g., semester) of approximately 16 weeks of improvement focused on the specific subject area selected by the district. A sample schedule of phases and activities is outlined in the table below:

Design/Pre-Launch	BTR Performance & Leadership Coaching Support	Outcomes Retrospective
2 – 3 Weeks	10 Weeks	2 – 3 Weeks
• Design overall BTR Program • Conduct diagnostic analysis • Meet with BTR Team Leaders to review pre-launch materials • Assist in determining baseline literacy data and identifying students • Discuss goal setting • Help build the capacity for SMART goal formulation	• Assist Principals and Team Leaders in launch of 10-week BTR Program • Help facilitate weekly BTR Team meetings • Collect, organize, and share bi/weekly literacy data • Provide coaching and integrated professional development to build BTR Team member capacity	• Create and share final outcomes report • Develop capacity and coherence in becoming an organization that can review and learn from past events. • Help participants facilitate post-performance reflection

The following work plan details the BTR Program over a typical school semester. The BTR Program includes the following key components and deliverables:

Design/Pre-Launch Phase (2-4 weeks)

BTR Program Set Up

As a very first step in establishing and rolling out the BTR Program, DMGroup will work with each identified and participating team to establish and review the overall program design of the BTR Program. Here are some highlights of this first step:

- Introduce and establish constructive and healthy working relationship among participating school leaders, teachers, DMGroup's dedicated BTR Leadership & Team Performance Coaches.
- Conduct meetings and interviews with school personnel to establish a shared understanding of the context, priorities, and goals.
- Facilitate meetings with key school personnel along with FCPS leaders to gather information and build consensus to develop a framework that helps guide district decision-making.
- Perform deep-dive diagnostic analyses to identify priority literacy areas for each school-based team.



- Establish baseline literacy performance.

DMGroup is extremely well-positioned to do this work given its team of management consultants with extensive history of working with districts around the country, and its in-depth understanding of what needs to happen to bring about transformational results.

Deliverables: Each team will have established a good working relationship with the BTR Program coaches that will be dedicated to each team and be equipped with a comprehensive diagnostic review of their current context for the work to be done.

BTR Program Goal Setting

An essential part of BTR Program is to go through a rigorous and important exercise with each team to establish performance goals that are aligned with the ambitious goals of the district and that reflect the ambitious yet achievable goals that will help transform each participating team. DMGroup will work with each team to ensure that SMART goals are well-aligned to FCPS strategic priorities. The BTR Program will then translate these SMART goals to clear and actionable items that can turn into results and outcomes throughout the BTR Program.

Deliverables: BTR Program teams will establish key milestones and components of the work including (but not limited to):

- SMART goals focused on literacy that are aligned to FCPS strategic priorities and goals that are actionable and will form the basis for this project.
- Target students.
- Launch timing and approach.

BTR Performance & Leadership Coaching Support Phase (10 weeks)

Achieve Outstanding Results for Students

BTR Program will be working to achieve outstanding results while building capacity throughout the semester. In order to accomplish this, MTSS design and implementation support will be provided over the course of a school semester, aligned to the district academic, holiday, and testing calendars. This approach is very consistent with best practices the way DMGroup has achieved results in other districts in the past.

Deliverables: Measurable, outstanding results aligned to FCPS strategic priorities.

Provide Leadership Coaching

BTR Program team will help establish attendance and literacy teams to improve student achievement during the duration of this program. These activities will include the following:

- Weekly coaching to review BTR Team progress data.
- Ensure performance data collection from BTR Teams.



- Support leaders in ensuring the integration of MTSS performance coaching into schoolwide priorities and approaches.
- Provide professional development to leaders to build capacity.
- Share insightful/actionable bi/weekly data prepared by BTR Data Analytics team.

Provide Performance Coaching

BTR Program team will help establish attendance and literacy teams to improve student achievement during the duration of this program. These activities will include the following:

- Individual weekly BTR team-coaching sessions by the BTR Performance Coach and the team leader of each subject team
- Provide help facilitating weekly team meetings.
- Ensure performance data collection by DMGroup Data analytics team during weekly team meetings.
- Help facilitate constructive, reflective, and action-oriented weekly team meetings.
- Assist teams in rapidly prototyping approaches, identifying winning solutions, and leveraging lessons learned to accelerate team progress towards achieving performance goals.
- Integrate professional development to participants to build their capacity,
- Share insightful/actionable bi/weekly data with NCPS staff.

Conduct Progress Monitoring

BTR Program team will help collect, monitor, and share progress of each team towards their SMART goals. Throughout the program, the DMGroup Data Analytics Team will ensure insightful and actionable performance data is collected and shared on a bi/weekly basis, aligned to the progress monitoring schedule.

Build Capacity

BTR Program team will build capacity will participating leaders, teachers, and staff to develop new leadership strategies, put them into action, and achieve results while they elevate their performance to new levels.

Provide District Leadership Support & Services

BTR Program team will conduct weekly reflective and retrospective meetings with the FCPS sponsorship teams to share performance data, which is collected bi/weekly by the DMGroup Data Analytics Team. At the end of the semester, DMGroup will collect and tabulate feedback and prepare a final report outlining results and capacity building.

Outcomes Retrospective Phase (2-4 weeks)

Analysis, Evaluation, & Impact



BTR Program team will help evaluate the impact of the schools' initiative and develop a report to share findings and recommendations with school staff and FCPS. This will include an extensive analysis of the literacy student achievement data to determine what is working well as well as areas of further growth. An overview of findings and recommendations will be provided.

End of Cycle Reporting

BTR Program team will document results, compile team data, and help identify core insights that will assist continuous improvement. The report will evaluate the impact of the team's performance and share findings and recommendations for additional support or investment necessary within the current semester and beyond to support the rapid acceleration of student achievement grounded in research.

The various components outlined above are all designed to support the leadership development and capacity building of FCPS leadership, school site leaders, administrators, and teachers. Through building on a combination of consulting support, rapid cycles of planning and doing, consistent performance monitoring, and supported by deep reflection, participating schools will be able to develop the ability to align and meet the ambitious goals of the district's strategic plan.

Deliverables: Accelerated student outcomes in support of FCPS's MTSS-focused strategic priorities and goals and professional capacity to sustain the work.



Key Team Members

DMGroup's team is available to complete the deliverables as outlined in this proposal. The members of the team are subject to change based on procurement and project timeline but will be representative of the skills and experience outlined below.

John J-H Kim
CEO and Founder, DMGroup
Professor, Harvard Business School;
Co-Chair, Public Education Leadership Project (PELP)



John brings to District Management Group (DMGroup) his extensive background in education, business, management, and academia. As Founder and Chief Executive Officer, John is responsible for all aspects of ensuring that DMGroup brings the best management and leadership practices to public school district leaders from around the country. He works closely with superintendents to develop and implement system-wide efforts that lead to higher student achievement while improving operations and lowering costs.

In 2011, John was appointed a Senior Lecturer at the Harvard Business School where he developed and teaches the elective course *Transforming Education through Social Entrepreneurship*.

Since 2013, he has also co-chaired PELP (Public Education Leadership Project), a joint project between the Harvard Graduate School of Education and the Harvard Business School to strengthen the management and leadership capabilities of urban school district leaders.

Shannah L. Varón
Managing Director, Breakthrough Results, DMGroup



Shannah brings to DMGroup her background as a veteran educator and education non-profit leader. As Managing Director of our Breakthrough Results Team, Shannah is responsible for ensuring that DMGroup brings the best thinking and performance coaching supports to district on-the-ground teams to create catalytic results for students.

Prior to DMG, Shannah was the Executive Director of Teach For America Massachusetts, where she worked to ensure that outstanding, equity-minded teachers are able to reach young people in 70 schools across Massachusetts. Shannah previously served for ten years as the Executive Director of Boston Collegiate Charter School, a diverse, fifth through twelfth grade public school serving 700 students with the mission of preparing each student for college.

Shannah began her career in education teaching bilingual elementary special education in Mercedes, Texas, as a Teach For America Corps Member. Shannah holds a Bachelor's of Science in Foreign Service from Georgetown University summa cum laude and an MBA from Harvard Business School with distinction.



Dr. Elizabeth Micci

Director, Client Results



Elizabeth Micci is a strategic education leader with extensive experience in BTR program design, organizational development, and large-scale school improvement. She brings a proven track record of designing and implementing innovative, evidence-based models for schools and districts, with a focus on achieving meaningful, measurable outcomes.

At DMGroup, Elizabeth serves as Client Results Director, where she partners with school and district leaders to address their most pressing challenges through structured improvement initiatives grounded in data and improvement science. She guides leadership teams in aligning district-wide priorities with actionable, grade-level strategies, building the capacity of school-based teams to deliver measurable gains in student outcomes.

Prior to joining DMGroup, Elizabeth served as Vice President of Program at Citizen Schools, a national nonprofit modernizing pedagogy and teacher training in public schools. She has also co-founded and led an academy at César E. Chávez High School in Houston, preparing underserved students for college success, and spearheaded a secondary school redesign in Hong Kong as part of her doctoral work at Harvard University, managing its implementation for two years.

For BTR programs, Elizabeth provides executive oversight and strategic guidance, and would ensure the programs remain aligned to State goals and deliver high-quality, sustainable results for schools and students.

Alex Newell

Director, Client Results



Alex Newell brings deep expertise in designing and managing high-impact improvement initiatives for schools and districts, with a focus on using data and collaborative leadership to drive measurable student outcomes. As a former educator, Alex understands firsthand the challenges and opportunities educators face in implementing meaningful change, and he draws on that experience to design practical, actionable solutions.

At DMGroup, Alex has led the design and oversight of BTR programs that help schools and districts achieve measurable results, including initiatives in early literacy, attendance, and instructional leadership. He has worked closely with school and district leaders to analyze student-, school-, and district-level data, identify key trends, and distill actionable insights that align with district strategic priorities.

Alex serves as Client Results Director, overseeing day-to-day execution of the Breakthrough Results program, ensuring high-quality deliverables, and maintaining strong communication and collaboration with State and district leadership. His proven



ability to manage complex workstreams, combined with his skill in cultivating trusted relationships with diverse stakeholders, makes him uniquely suited to help deliver the State's goals for this initiative.

Leadership and Performance Coaches

District Management Group works with nearly 300 Performance and Leadership Coaches that have all been selected for their demonstrated superior skills and experience to work with teachers and staff to help them realize superior performance results in a relatively short period of time by focusing their efforts on the ambitious goals that need to be achieved while building lasting professional capacity. Below is a representative group of Performance Coaches that have worked previously with urban school districts in similar circumstances.

Karen Smith Leadership Coach



Karen Smith is a Leadership and Performance Coach for the Breakthrough Results (BTR) Program at DMGroup. In this role, she supports administration leaders' approach to addressing key district and school challenges.

Karen brings more than 20 years of experience committed to guiding and supporting educators in making the shifts they need in order to achieve the outcomes they pursue. She is a strategic coach who readily identifies and uncovers root causes, unpacks mindsets, and unearths barriers that prevent progress towards the leader's ultimate goal. Prior to her role as a Leadership Coach, she served in various roles such as Assistant Principal, Principal, and Chief Schools Officer across Washington, D.C. and Philadelphia.

Michele Sumter Leadership Coach



Michele Sumter is a Performance Coach for Breakthrough Results (BTR) Program at DMGroup. In this role, she works with school teams and leaders to get results for students while building their capacity for data analysis, root cause identification and strategic interventions.

Michele has over 12 years of experience coaching school leaders, delivering professional trainings, designing school improvement plans, and mentoring current and aspiring school administrators. She is a results-oriented data analyst with a passion for building and repairing schools. Michele has served as a principal at all levels and has held several district leadership positions.



Melissa Watson, EdD
Leadership Coach



Dr. Melissa Watson is a Leadership and Performance Coach for Breakthrough Results (BTR) Program at DMGroup.

Melissa brings over a decade of experience in the conceptualization of excellent turnaround processes. She has been recognized for developing and implementing initiatives resulting in the highest percentage point increase in the district for an elementary school and the highest growth of all middle schools assigned to the Central Secondary Zone. She is adept at collaborating with staff to leverage their strengths and achieve results for students while building adult capacity to sustain results over time. Prior to her work with DMGroup, she served as a principal at multiple levels, and has held various district positions including Executive Director of Elementary School Teaching & Learning in Durham Public Schools in Durham, NC.

Cassandra Zimmer
Performance Coach



Cassandra (Cassie) Zimmer is a capacity-building leader and performance partner. She has previously served as the Managing Director, Chief of Staff at Teach For America San Diego, where she was responsible for driving the region's strategy, talent, operations, development, and regional partnerships. Prior to joining TFA-SD, Cassie designed and founded KIPP Ignite Academy, a public elementary school in Los Angeles. As the founding school leader, Cassie was responsible for the overall academic program and management of the school. She was responsible for keeping the school focused on realizing its mission, enhancing the school's culture, and upholding its values, as well as supporting, guiding, and developing teachers in their pursuit of teaching excellence. Prior to the Fisher Fellowship, Cassie was an Assistant School Leader at KIPP Comienza Community Prep and a former Leadership Team participant with the KIPP School Leadership Programs. Cassie received her doctorate in Organizational Innovation from National University. Cassie dual majored in Political Theory and Social Relations at Michigan State University and received a M.A. in Urban Education at Loyola Marymount University.



References

Los Angeles Unified School District (CA)

Austin Beutner, Former Superintendent

austin@emsawimi.com

Birmingham City Schools (AL)

Mark Sullivan, Superintendent

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Griffin-Spalding County Schools (GA)

Keith Simmons, Former Superintendent

keithsimmons@gmail.com

Grand Island Public Schools (NE)

Toni Palmer, Chief of Leadership and Learning

tpalmer@gips.org | (308) 385-5900 (o)



Complimentary DMCouncil Membership

Included in this proposal is a complimentary, one-year membership to District Management Council (a \$4,500 value). You will join a community of forward-thinking education leaders from across the country committed to driving sustainable, measurable improvements to help schools and students thrive. As a member, you will have access to District Management Group's national conferences, our additional convenings such as our virtual roundtable discussions, professional development opportunities, our research, and our expert advice.

Your one-year membership will begin on the first of the month following the contract award. If you are not already familiar with the benefits of DMCouncil membership, we look forward to scheduling a membership onboarding call to introduce you to all the benefits of membership and to help us understand your most pressing needs so we can guide you to the District Management Group resources that can be most helpful to you.

BENEFITS

- Connect, share ideas, and collaborate with a **community of forward-thinking leaders** from across the country
- Deepen your knowledge and stay at the forefront of the **latest research** on management and education best practices
- Strengthen management capacity through an array of **professional development** opportunities:
 - ✓ **Superintendents' Strategy Summit**: one registration to our signature two and a half-day learning experience for superintendents only
 - ✓ **Leadership Development Meetings**: four registrations (superintendent + 3 district leaders) to our professional development conferences for cross-functional district teams to learn and work together
 - ✓ **Virtual roundtables**: bi-weekly convenings to share research and discuss pressing issues
- Stay abreast of what works with **District Management Journal**: Receive eight subscriptions for your district leaders to our signature publication that includes research, toolkits, and case studies
- Access **expert advice**: consult with our experts to discuss your district's specific challenges

DMCouncil

- Established 2004 -

JOIN A NATIONAL NETWORK
OF OVER 1,400 DISTRICT LEADERS

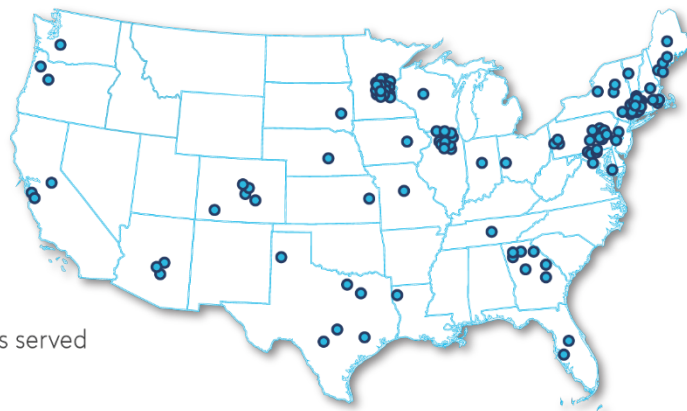
142 districts

28 states

1,450 district leaders

3.5 million students served

* As of February 2021



District Management Group | Helping Schools and Students Thrive | www.dmgrouppK12.com

Pricing Narrative & Fee Summary

DMGroup's **Breakthrough Results (BTR) Program** is ideally suited to meet the important needs of meeting the ambitious and important goals of FCPS. DMGroup has the following qualifications:

- 21+ years of experience and successful track record of having partnered with urban school districts to achieve results.
- Highly qualified and experienced professional team led by John J-H Kim, founder and CEO of DMGroup as well as a professor at Harvard Business School and the Co-Chair of PELP (Public Education Leadership Project), a joint venture between Harvard Business School and the Harvard Graduate School of Education established to strengthen the management and leadership capabilities of urban school district leaders. John is marking his 13th year as Co-Chair of PELP this year.
- A dedicated, trained, and tested team of nearly 300 DMGroup BTR Performance Coaches who have been selected and trained for their ability to work with school leaders and teachers to help them achieve results.
- A highly capable and trained data analytics team that can turn data into actionable information to support teachers and school leaders in adjusting their practice and achieve results.
- An experienced and dedicated team of project management professionals who work to address every aspect of a complex project such as this.

These various areas of the District Management Group's BTR Program team will work in concert to deliver outstanding results and build lasting capacity.

Over its nearly 20-year history, DMGroup has developed an all-inclusive, no-surprises, fee structure, and approach which prioritizes client needs and focuses on achieving the outcomes of the engagement. This means that all travel, administrative, other types of fees are included.

Thus, for the Breakthrough Results Program, each participating team will receive the following set of services for one comprehensive and all-inclusive fee of **\$15,000*** for **each secondary team**. Each team consists of approximately 5 educators and approximately 15-30 students during one (1) semester, which is approximately 16 weeks. The total number of participating teachers/staff and students will be determined by school each semester.

**If the total number of teams in any given semester exceeds 25, we will apply a 10% minimum percentage discount (fee reduction) for each team, which will reduce the cost from \$15,000.00 to \$13,500.00 per secondary team.*



The following set of services is provided per team per semester:

- **BTR Performance Coaches** will provide the following key activities (not a comprehensive list)
 - Weekly Team Leader Coaching to prepare for weekly team meeting.
 - Help facilitate weekly team meetings.
 - Ensure performance data collection.
 - Provide integrated professional development to participants to build their capacity.
 - Share insightful/actionable bi/weekly data prepared by BTR Data Analytics team.
 - Conduct reflection and retrospective meetings.
- **BTR Leadership Coaches** will provide the following key activities (not a comprehensive list)
 - Weekly Principal coaching to review BTR Team progress data.
 - Ensure performance data collection from BTR Teams.
 - Support leaders in ensuring the integration of MTSS performance coaching into schoolwide priorities and approaches.
 - Provide professional development to leaders to build capacity.
 - Share insightful/actionable bi/weekly data prepared by BTR Data Analytics team.
- **BTR Data Analytics Team** will provide the following key activities (not a comprehensive list)
 - Bi/Weekly data collection and analysis to help turn data into actional insights and action.
 - Full use of proprietary cloud-based data dashboard to help all participants easily track progress on a timely manner.
 - Data analysis to help pinpoint areas for focus.
- **BTR Project Management Team** will provide the following key activities (not a comprehensive list)
 - Dedicated project manager.
 - Comprehensive project management support from beginning to end.
 - Provide ongoing coordination and communication to school-based and district-based teams.
- **District Management Council membership** for the duration of the project
 - Join a community of forward-thinking education leaders from across the country.
 - Access to in-depth library of resources to help schools and students thrive.



- District leadership and select school leaders will be invited to DMCouncil National conferences.
- Additional learning and professional development opportunities including virtual roundtable discussions, professional development opportunities, research, and expert advice.



Project Fee Summary

Breakthrough Results (BTR) Program – Fall 2025				
Components	Focus	# of Teams / Coaches	Total Per Team / Coach	Subtotal
Breakthrough Results Teams Each participating team will receive: • Dedicated BTR Performance Coach • BTR Data Analytics Team • BTR Project Management Team • Data Compilation and Progress Monitoring • Outcomes Retrospective and Final Report	School-based MTSS	2	\$15,000	\$30,000
Leadership Coaching for District Leaders	N/A	2	\$10,000	\$20,000
TOTAL FEES (Fall 2025)				\$50,000

Breakthrough Results (BTR) Program – Spring 2026				
Components	Focus	# of Teams / Coaches	Total Per Team / Coach	Subtotal
Breakthrough Results Teams Each participating team will receive: • Dedicated BTR Performance Coach • BTR Data Analytics Team • BTR Project Management Team • Data Compilation and Progress Monitoring • Outcomes Retrospective and Final Report	School-based MTSS	2	\$15,000	\$30,000
Leadership Coaching for District Leaders	N/A	2	\$10,000	\$20,000
TOTAL FEES (Spring 2026)				\$50,000

TOTAL FEES FOR SY2025-26	\$100,000
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Pricing and Terms

The pricing in this Agreement will remain valid for 30 days from the date this Agreement was received. If the Agreement is not agreed upon and signed within 30 days, the offer made herein expires and pricing and availability of services cannot be guaranteed.

Completion of Attachment A “Data Sharing Agreement”, or a mutually agreed upon data sharing agreement, will be required to begin the engagement.

Accepted by:

District _____

Name _____

Signature _____

Date _____

Accepted by:

District Management Group _____

Name _____

Signature _____

Date _____





District Management Group

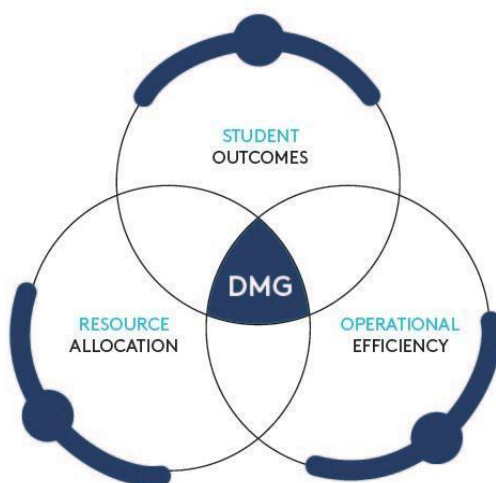
Helping Schools and Students Thrive

About District Management Group

Founded in 2004, District Management Group seeks to address the most important management challenges facing American public-school leaders.

The leaders of our school systems are charged with the enormous responsibility of providing students with the resources to succeed in school and beyond. To achieve this, district and school leaders must not only be great educators, they must also be great managers. District Management Group seeks to provide district leaders with the best management and educational practices, tools, and techniques to produce measurable, sustainable improvements that help schools and students thrive.

Our unwavering focus is on solutions that improve student outcomes, and simultaneously enhance operational efficiency and resource allocation. It is in achieving these three objectives simultaneously that improvements in student outcomes and the public education system as a whole can be made sustainable.



Our Services

DM Learning

Best-in-class knowledge and professional development, and a membership community of forward-thinking leaders learning, sharing, and making a difference for students.

- **DM Council**
 - Annual membership
 - Executive Partner Program
- **DM Institutes**
 - A-ROI Institute
 - Secondary Scheduling Institute
- **DMEquityOffice**
 - Partnering with Districts to Strengthen Equitable and Inclusive Practices
- **DM Journal**
 - DM Group's signature publication

DM Schedules

Cloud-based software and/or service to help districts optimize use of resources through scheduling.

- **DMSchedules for Elementary Schools**
- **DMSchedules for Special Education**
- **Secondary Scheduling**

DM Consulting

Customized management consulting support across a variety of practice areas.

- **Strategic Planning**
- **Special Education and Social, Emotional Learning**
- **Strategic Budgeting**
- **Initiative Inventory**
- **Program Evaluation**
- **Weighted Student Funding**
- **Implementation/Change Management**
- **Superintendent Entry Plan Development**
- **Custom Consulting**

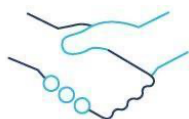
Breakthrough Results

The Breakthrough Results approach achieves measurable results while building team members' skills and leadership capacity. This approach provides on-the-job experience, targeted professional development, and coaching to build meaningful and enduring skills.

- **Increase ELA achievement**
- **Increase math achievement**
- **Address equity issues**
- **Raise graduation rates**
- **Improve attendance rates**
- **Increase engagement**
- **Increase operational efficiencies**



Our Values



Partnership

We believe that each district's unique history, context, and culture matter. We get to know our partner districts, gaining a deep quantitative and qualitative understanding, so that we can work alongside your leadership team to help identify the right solutions and tailor implementation for long-term success.



Impact

We seek to help school districts achieve measurable and sustainable improvement, and, unlike many other firms, our work does not end with delivering a report. We aim to strengthen our partner districts' internal capacity and, if desired, provide implementation support. For us, the measure of success is client satisfaction and real results for students and schools.



Collaboration

We believe we know more together than we do alone. This is why we draw on best practices from the education sector as well as management techniques with proven results in the private sector and public sector, and we leverage the collective knowledge of our nationwide network of school districts.



Systems Thinking

We believe that true and enduring solutions require looking beyond the specific challenge at hand and taking a broad, holistic approach to achieve coherence and alignment. We deliver systems-level solutions that align with your strategic priorities and position you to bring about transformational improvement.



District Management Group is committed to partnering with districts to bring about transformational, measurable, and sustainable improvements in public education. We are committed to helping schools and students thrive.



**District
Management
Group**

Helping Schools and
Students Thrive

If you have any comments or questions about the contents of this document, please contact District Management Group:

Tel: (877) 362-3500

Email: info@dmgroupK12.com

Fax: (617) 491-5266

Web: www.dmgroupK12.com

Mail: 133 Federal Street, Boston, MA 02110



Attachment A

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between District Management Group, L.L.C. (“Provider”) and _____ (the “District”). The District and Provider will be collectively referred to as the “Parties”

1. DEFINITION, USE, AND TREATMENT OF DATA.

A. “Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.

B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title, or ownership to or in Data.

C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

A. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.

B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.



C. The parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.

D. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.

E. At the conclusion of this agreement Provider agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data.

3. DATA COLLECTION AND USE.

A. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement.

B. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

4. DATA DE-IDENTIFICATION.

Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.

5. MARKETING AND ADVERTISING PROHIBITED.

Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials.

6. DATA MINING.

Provider is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it



into useful information by finding correlations or patterns among data fields in relational databases.

7. DATA SHARING.

A. Provider shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District.

B. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to the District under this Agreement, Provider will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by Provider; Provider will not respond in any way to such requests for Data. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District and shall only provide such Data to the District without express written consent from the District.

C. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

8. DATA TRANSFER OR DESTRUCTION.

Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose.

9. RIGHTS AND LICENSE IN AND TO DATA.

Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

10. SECURITY CONTROLS.

A. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.



B. Provider shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

C. Provider shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in Provider's possession.

11. NOTIFICATION OF AMENDMENTS TO POLICIES.

A. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.

B. Provider shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change.

12. NOTIFICATION OF DATA BREACH.

A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.

B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of time defined by the District.

C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by the District if Provider fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

13. INDEMNIFICATION.

Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from the acts or omissions of Provider, or its officers, agents, subcontractors, or employees while performing under this Agreement.



14. TERMINATION AND SEVERABILITY

A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within 60 days that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are unrecoverable. Industry best practices do not include simple file deletions or media high-level formatting operations.

B. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.

15. ENTIRE AGREEMENT.

This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

Accepted by:

District _____

Name _____

Signature _____

Date _____

Accepted by:

District Management Group _____

Name _____

Signature _____

Date _____

